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The Solicitors' Journal.

LONDON, MARCH 30, 1872.

THE CASE of *Renninson* v. *Walker*, reported in last week's number of the *Weekly Reporter*, decides a point of so much practical importance, to all who have to do with county courts, that we desire to call our readers' attention to it. It is well known that cases may be transmitted from a superior court to a county court, under several different sections of Acts of Parliament, and in very different ways. By section 26 of 19 & 20 Vict. c. 108, in any action of contract for a claim not exceeding £50, at any time after issue joined, the cause may be *ordered to be tried* in a county court, and in such a case a copy of the issues as joined is sent down to the county court, a certificate of the finding upon the several issues is sent back, and all other proceedings in the cause go on in the superior court just as if the trial had taken place there. By section 7 of 30 & 31 Vict. c. 142, an action of contract for not more than £50, may, within eight days after issue joined, be sent to a county court. By section 10 of the same Act, an action of tort may at any time be similarly remitted. And in each of the latter two cases it is expressly provided that, when so transmitted, the cause shall become a county court cause, and be the jurisdiction of the county court be the same as over a cause there commenced. Now, though of course in causes sent under either of these latter sections the county court has the same powers of amendment as in any other county court cause, it has, we believe, heretofore been the received opinion among county court judges that, when the trial of a cause was ordered to take place in the county court under section 26 of 19 & 20 Vict. c. 108, the cause still remaining a cause in the superior court, the county court judge was bound merely to try the issues sent down to him, and could not amend. This view has certainly been generally, and, as far as we know, invariably acted upon in county courts. But the case to which we refer decides that the view is erroneous. In it an action had been sent down for trial, after issue joined, under section 26 of 19 & 20 Vict. c. 108, to the Marylebone County Court. The action being against two persons jointly, and there being no evidence of a joint liability, the deputy judge was asked to amend by striking out the name of one defendant; but he refused to do so on the ground that he had no power to amend. On a motion for a new trial, the Court of Exchequer held that the judge of a county court has power to make such an amendment, and granted a new trial. This decision may take some by surprise; but it is plainly desirable that such a power should exist.

THE PROCEEDINGS in the matter of the European Insurance Society Bill were resumed before the Select Committee of the House of Commons on Monday last. The proposal for referring the whole matter to the arbitration of Vice-Chancellor Malins was abandoned; and ultimately Lord Westbury's name was inserted as arbitrator, with similar powers to those conferred upon Lord Cairns in the case of the Albert Company.

OUR READERS WILL REMEMBER, by our Parliamentary reports last week, that the Lord Chancellor has postponed the declaration of his plan for the new Court of Appeal until the 11th April. Under these circumstances, we think it more respectful to the profession to postpone any suggestions of our own until we have had the advantage of hearing his Lordship's proposals.

OF THE MANY WILD PROPOSALS for altering the law, none, perhaps, has yet been made so utterly contrary to sound principles, so palpably mischievous in its effects, if it were ever carried into effect, or displaying so entire a want of appreciation of the real conditions with which it attempts to deal, as Mr. Bass's bill to prohibit the bringing of actions for debts of less than forty shillings. Mr. Daniel, at the Burnley Court, in some well-timed remarks, which we print in another column, has drawn attention to the subject.

We say that this proposal is contrary to sound principle, because clearly a wise legislator will seek so to frame his judicial system as, on the one hand, to facilitate the settlement of all real and *bonâ fide* controversies, the recovery of real and *bonâ fide* debts, and, on the other, to discourage all factitious controversies, all such as are created or fostered for the purpose of being litigated. Now, in the case of actions for considerable amounts, it is at least possible that an appreciable number may be improperly brought, not with a view to debt or damages, so much as to costs. But in the case of very small claims, say those under forty shillings, such a thing is impossible.

Secondly, we say that the proposal, if adopted, would be singularly mischievous in its effects. If such a rule became law, one or other of two things must follow. Either a working man could not obtain the necessaries of life on credit at all in any emergency, or he could only do so at a greatly-increased price. The latter alternative is no doubt the one which would actually be realised, and it will hardly seem to any one a desirable result. Because a man is in exceptional distress, why should he have to buy exceptionally dear? But supposing the other alternative to prove true, that a working man could not get credit at all, what would be the effect? Simply that every man thrown out of work for a fortnight by any cause—illness, depression of trade, or anything else, must go into the workhouse.

Further, this proposal shows a singular ignorance of the real condition of working men. No doubt its originator is very much impressed with the advantage of cash payments, the calamities of debt, and the dangers of indiscriminate credit. His idea, we suppose, has been that if he could put an end to the recovery of small debts, he would put an end to credit, get rid of debts, and bring about for the working classes a universal millenium of cash payments. But, unfortunately, before this delightful result can be produced, several prior conditions must be secured. Sickness must be abolished by Act of Parliament, and so must accidents—railway accidents, colliery accidents, gunpowder explosions, and all the rest. Wars, bad harvests, bankruptcies of employers, must be got rid of, and the thousand other contingencies which affect the demand for labour, and throw working men out of work. In short, Mr. Bass seeks to deny the privilege of credit on proper security to the only class of the community to which it is an absolute and imperious necessity. To a rich man it is generally entirely optional whether he pays cash for what he buys, or deals on credit. To professional men, clerks, and the manifold other classes intermediate between those who can be called rich, and the mere working man, it would frequently be difficult, but probably it would generally not be absolutely impossible, to deal for ready money; and, where it is otherwise, credit is generally given to

such people, rather in reliance on their personal character, and the position they have to hold or lose, than upon the strength of any legal remedy. But of the man who lives on weekly wages two things are true. First, credit is frequently an absolute necessity. Mr. Daniel has shown how this is so when a man comes to a new employment, and must live somehow and support his family, for a week at least before he receives any wages; and if anyone thinks he has overrated the importance of this first week of difficulty, let him read the evidence taken before the Truck Commissioners, and appended to the report presented by them last year. And the case is even stronger if a man falls sick himself, has illness in his house, or for any reason is thrown out of work. In all such cases the man and his family must die, go into the workhouse, or tide over the difficulty by credit. Secondly, the working population is a shifting population; personal credit, in the strictest sense of the term, is practically impossible; the safety of credit, and therefore the cheapness of credit, depends upon the efficiency of the law. The county courts have hitherto supplied what was wanted in this way; they have made the creditor fairly secure of his debt, while yet, by means of the instalment system, giving all reasonable indulgence to the debtor; credit, therefore, being reasonably safe, has been reasonably cheap. Mr. Bass proposes to take away this security. In short, he proposes that every working man out of work shall pay fivepence for a fourpenny loaf.

THE LORD CHANCELLOR has ordered that on Easter Monday the county courts and offices may be closed. This is the first time Easter Monday has been made a holiday at these courts. The effect of the order is to add a day to the previous Easter holidays, which only consisted of Good Friday, Saturday, and Sunday, the Saturday after Good Friday having been made a holiday by the Rules of 1867.

MR. RUSSELL GURNEY'S Married Women's Property Act, 1870 (33 & 34 Vict. c. 93), has, no doubt, upon the whole, been of much service and removed real grievances. But it created at least one extreme injustice. Section 12 enacts that "a husband shall not, by reason of any marriage which shall take place after this Act has come into operation, be liable for the debts of his wife contracted before marriage, but the wife shall be liable to be sued for, and any property belonging to her for her separate use shall be liable to satisfy, such debts as if she had continued unmarried." Under this section, it will be observed, the husband was not in any case liable for the wife's anti-nuptial debts, and the wife only to the extent of any property held to her separate use. So that if a woman owed debts and was also possessed of property quite sufficient to pay them, she could get rid of all liability, and without imposing any upon any one else,—in short, she could cheat her creditors—by marrying and taking care that her property was not settled to her separate use. A woman, for instance, having ten thousand a year, either from land or consols, and owing ten thousand pounds, had only to marry, having her wealth settled in any way except to her separate use, and neither she nor her husband was liable for one sixpence of her debts. This injustice was no abstract or merely theoretical one; in numerous cases the hardship arising from the section was of the most substantial kind.

A bill has been introduced, bearing on the back the names of Mr. Stavely Hill, Mr. Raikes, Mr. Lopes, and Mr. Goldney, to remedy this mischief. The principle upon which this bill is framed is clearly the sound one, namely, that a husband should be held liable for his wife's ante-nuptial debts to the extent of the wife's property which he directly or indirectly receives. And as to the property in respect of which he is so to be held liable, the framers of the bill seem to have worked out this principle with judgment. They propose to treat as assets for this purpose personal estate in possession passing to the husband, *choses in action* actually reduced, or which might have been reduced into possession, chattels real, rents and profits of real estate actually received, or which might have been received, the value of the husband's interest in the wife's property transferred in contemplation of the marriage, and the value of property transferred in contemplation of marriage to protect it against creditors. The oddest thing about the Act is the curious analogy it seeks to set up between marriage and death, the wife being regarded as the deceased person, and the husband as executor or administrator. It is full of such expressions as "assets," having "rightly administered the assets." Under slightly disguised forms we read of pleas of *plene administravit*, and *plene administravit præter*, of judgments *quando acciderent*, and the like. The thing is quite ghastly.

With regard to the wife's liability after marriage for her debts contracted before marriage, this bill contains an ingenious proposal, and one worthy of consideration; that in order to enforce the liability of the wife's separate property, the creditor, having recovered judgment for his debt against the wife, may then proceed to attach the separate property in the hands of the trustees, under the garnishee clauses of the Common Law Procedure Act, 1854.

WE ARE, by the courtesy of correspondents, enabled to add several further names to the list we gave last week of old university oars now in the legal profession:—Mr. Mansel Jones, of the Home Circuit, is an old Cambridge stroke. Mr. William Robertson, formerly of the Home Circuit, and now practising at the Melbourne bar, rowed in the Oxford winning crew in 1861; as did also Mr. E. B. Merriman, now practising as a solicitor at Marlborough, Wilts.

DETERIORATION OF PURCHASED PROPERTY BETWEEN THE CONTRACT OF SALE AND COMPLETION OF PURCHASE.

It is an elementary principle of Equity that the estate belongs to the purchaser from the date of the contract. Hence it follows that any increase or decrease of value of the estate subsequent to the contract is the gain or loss of the purchaser. If the contract be for the sale of a house, for example, and subsequently to the contract the house is burned down, the loss will fall on the purchaser; and the vendor will not be answerable, even though he chose not to renew the insurance, and let it expire on the day originally fixed for completion, without notice to the purchaser (*Paine* v. *Meller*, 6 Ves. 349.) It was once suggested from the Bench that if the estate itself was destroyed before the day fixed for completion, the purchaser would not be compelled to pay the purchase-money, by reason of there being no estate left to be conveyed; as where the contract was to sell a lease for two lives, and *both* lives dropped pending completion (*White* v. *Nutt*, 1 Wms. 62) But this is not now the rule (Sugd. Vend. & Purch. 14th ed. p. 291) although it may be doubted whether in such a case the principle of mutual remedy would allow the vendor to file a bill for specific performance, especially as the suit would be brought for a mere money demand. However this may be, it is clear that any deterioration of the estate, occasioned by whatever cause, if neither party be in default, will fall on the purchaser. Thus it has been laid down that, wherever between the contract and completion a loss arises from any inevitable accident, which brings with it some legal obligation which must be immediately satisfied, any expense necessarily incurred by the vendor in relation thereto is payable by the purchaser. For example, where a part of the premises contracted to be sold fell down pending

the completion of the contract, and the vendor was threatened with actions in consequence of the dangerous condition of the remainder, and was necessitated to reinstate the premises at his own expense, Lord Langdale, M. R., held that the purchaser was liable to indemnify the vendor against his outlay (*Robertson* v. *Skelton*, 12 Beav. 260.)

There may of course be special circumstances under which the depreciation of the estate will be the loss of the vendor (*Harford* v. *Purrier*, 1 Madd. 532) but in the ordinary run of cases the loss will fall on the equitable owner rather than on the vendor in possession, if neither party be in default.

The above principle involves the assumption that the vendor has a good title to convey at the date of the contract. In no case where the estate is destroyed will specific performance be enforced unless the title be good, or the purchaser has, previously to the accident, waived any objections to it (Sugd. Vend. & Pur. 14th ed. p. 292). Nor will the depreciation of the estate be the loss of the purchaser, unless he has accepted the title, or it be such that he ought to have accepted it, where completion is resisted. In *Wyvill* v. *Bishop of Exeter* (1 Price 294) the Court of Exchequer considered that after loss pending completion, specific performance could not be enforced unless the title had been actually accepted. This, however, is not sound doctrine (Sugd. Vend. & Pur. 14th ed. p. 293.) The purchaser's liability to bear the loss is the consequence of the contract. Whether there has been loss or not, the question is the same, namely, does a binding contract exist? If the purchaser has accepted the title he is liable. If he has not accepted, but ought to have accepted it,—*i. e.*, if his objections prove unfounded, he is equally liable. If he has not accepted the title, and his objections prove well founded, he is not liable, and why? Because, if the vendor has no title, there is no contract. A purchaser will not be compelled to take the estate, in the event of loss, without an allowance, unless the vendor could have forced him to take the estate if the loss had not happened. The question is not as was thought in *Wyvill* v. *Bishop of Exeter* (*sup.*) whether the contract was accepted; but whether, if it was not accepted, it ought to have been accepted before the loss.

In *Paine* v. *Meller* (*sup.*) the contract, owing to defects in the title, could not be completed on the day fixed for completion, and the purchaser might, if he had so chosen, have put an end to the contract. The treaty, however, proceeded upon a proposal to waive the objections on certain terms, and before any thing conclusive, the houses were burned down. Lord Eldon thought the question was, whether the purchaser had accepted or acquiesced in the title before the fire, and directed an enquiry whether he had done so.

Lord Eldon treated it entirely as a question of contract. If there had been no defect in the title, the purchaser would have been bound by the contract, and the inquiry would have been unnecessary. But it was admitted that the defects had existed; and hence the necessity of the inquiry; for, if the purchaser had not accepted or acquiesced in the title, notwithstanding such defects, previously to the fire, he would not have been bound to accept it afterwards.

Under the old practice, a purchase before the Master was not considered as complete until the confirmation of the report (*Robertson* v. *Skelton*, *sup*), so that a loss by fire before the confirmation of the report fell on the vendor (*Ex parte Minor*, 11 Ves. 559). This refinement may have originated in the circumstance that the highest bidder before the Master never could be quite sure of his purchase until the confirmation of the report, from the frequency with which the biddings were opened. The filing of the certificate would probably now be considered as tantamount to the confirmation of the report (1 Davidson's Conveyancing, p. 507), but since the abolition of the practice of opening biddings by the 30 & 31 Vict. c. 48, there appears to be no reason for this exception to the general rule.

On every sale there is an implied condition that the vendor shall show a good title, subject to the conditions of sale. If he cannot do this, and the purchaser, instead of rescinding, negotiates, as in *Paine* v. *Meller* (*sup.*), and the vendor subsequently shows a good title, or such a title as the purchaser consents to accept, that is in effect a fresh contract, and the liability of the purchaser for loss begins there. Until then he is not liable, for there is no real contract, since the mere act of signing the contract does not bind the purchaser, unless and until the vendor is in a situation to convey the thing contracted to be sold.

In the leading case of *Binks* v. *Lord Rokeby* (2 Swans. 222), where the condition was that the purchaser should not take possession until he had paid the purchase-money, payment whereof was of course dependent on a good title being shown under the conditions of sale, Lord Eldon laid down that for deterioration after the purchaser took possession, or after there was a title shown under which he might have taken possession, he was not entitled to an allowance; but for deterioration before he took possession, or before there was a title shown under which he might have taken possession, he was entitled to an allowance. This decision involves the doctrine that a vendor is bound to keep the property in the same state of repair, barring inevitable accident, as it was at the date of the contract, until he can show a title under which the purchaser may take possession. After that period he is, of course, absolved. Thence the necessity of ascertaining in these cases when the title was accepted, or when a good title was first shown—an inquiry of great importance, where, as in the cases we are about to refer to, the property has remained untenanted during the litigation about the title.

In *Minchin* v. *Nance* (4 Beav. 332), where the completion of the contract was delayed for thirteen years, and the property became deteriorated by dilapidations, Lord Langdale, M.R., held that the loss must fall on the purchaser, inasmuch as the state of the title was such that he ought to have completed and taken possession upon the delivery of the abstract just thirteen years before. On the other hand, in the very recent case of *Phillips* v. *Silvester* (20 W. R. 406), where the vendor in pursuance of the contract vacated the premises on the day originally fixed for completion, and suffered them to remain untenanted until the hearing of the cause, nearly six years afterwards, Lord Romilly, M.R., came to the conclusion that the delay was occasioned by the conduct of the vendor's representative, and directed in effect the following inquiries: (1) An inquiry what rents and profits the vendor or his representative had received, or but for their wilful default might have received, since the day when a good title was first shown, a noteworthy feature in the case, since, unless a special case be made, it is not the practice to charge a vendor in possession, like a mortgagee, with what he might have received but for wilful default (*Sherwin* v. *Shakespere*, 5 D. M. G. 517), and (2) an inquiry what deterioration the estate had undergone since the above date, and what sum would be required to restore it to the state in which it then was; and he ordered the amount to be found due on making such inquiries to be set off against the interest payable by the purchaser under the contract.

It only remains to add that deterioration arising from delay on the vendor's part may be, as we have seen, a subject of allowance to the purchaser, but is not a reason for rescinding the contract (*Lord* v. *Stephens*, 1 G. & C. 222). This is so to whatever species of permissive waste—*i.e.*, waste occasioned by negligence, the deterioration may be due. In *Foster* v. *Deacon* (3 Madd. 394) the deterioration of the property was the result of the negligence and mismanagement of the late tenant of the property, and the vendor was held answerable for the depreciation during the three years for which completion was postponed on account of diffi-

culties in the title. And the general principle was recognised in the well-known case of *Regent's Canal Company* v. *Ware* (5 W. R. 517, 23 Beav. 575) where the doctrine applicable to the case was stated as follows: that if it appeared that from any negligence on the vendor's part the property had been diminished in value, or had been deteriorated by permissive waste since the award of the purchase money (which had been ascertained under the arbitration provisions in the Lands Clauses Act), the purchaser would be entitled to compensation if the delay in completion turned out to be attributable to the default of the vendor in possession. *Secus*, if it appears that the property has diminished in value from any negligence of the purchaser, as in *Harford* v. *Purrier* (*sup.*) where the purchaser of a farm, before a good title was shown, arranged with the tenant to vacate the premises on the day fixed for completion; and as the purchase was not completed until a long time afterwards, the property remained untenanted and was diminished in value; for it was an act of folly on the purchaser's part to enter into such an arrangement.

In *Ferguson* v. *Tadman* (1 Sim. 530) where a purchaser who had a claim on the vendor for deterioration paid the purchase-money into Court, it was held, on the amount of his claim being ascertained, that he was entitled to interest thereon from the day when he paid the purchase-money into Court.

WRONGFUL AND EXCESSIVE DISTRESS.

The case of *Fell* v. *Whitaker* (Q. B., 20 W. R. 317, L. R. 7 Q. B. 120) affords us the opportunity of making some remarks upon that crabbed and obscure branch of law which relates to wrongful and excessive distress.

A merely wrongful distress, that is, a distress by a person who is not the landlord of the premises, or to whom no arrears of rent are due, is nothing but a mere trespass. But when the distress is by a person otherwise entitled to distrain, and to whom arrears of rent are actually due, considerable difficulty and conflict of opinion has arisen. It might be plausibly argued that since by the statute of Marlbridge (in affirmance of the common law) only reasonable distresses are legal, everything that is done beyond what is reasonably necessary to obtain payment of the rent actually due, is illegal and a trespass. And there being two ways in which the excuse might be committed, either by distraining more goods than are required to satisfy the rent claimed; or by distraining for more rent than is actually due, it might be said that the excess vitiated the whole proceeding in the first case, and made it a trespass by relation, and that in the second case it either was originally a trespass, or that it became so as soon as the limit of the rent actually due was reached. As to the first, however, though it seems to have been at one time the practice (and one quite in conformity with the principle of the *Six Carpenters' case*) to treat the seizure of an unreasonable quantity of goods as a trespass, it has long since been held (and as it would seem, independently of the statute 11 Geo. 2, c. 19, s. 19) that the only remedy for it is an action on the case (*Hutchins* v. *Chambers*, 1 Burr. 590). As to the second, the rule that the distrainor is not limited to the title under which he at first distrains is in principle very much opposed to the view which would regard a distress for more rent than is due as a trespass; the distrainor in the supposed case actually has a right to distrain, the fact that he claims too much does not take away that right so as to make his distress wrongful; and accordingly in *Tancred* v. *Leyland*, (16 Q.B. 669) the case of *Taylor* v. *Henniker* (12 A. & E. 488), in which distraining for more than was due was held to be in itself wrongful and a cause of action, was overruled. In *Glyn* v. *Thomas* (4 W. R. 363, 11 Ex. 870) this doctrine was carried still further, and it was held that the landlord distraining for too much was entitled to have a tender made to him of the amount actually due (with expenses), and that if, without such a tender, the tenant to get rid of the distress paid the excess demanded, he could not recover it back. This was certainly carrying the matter a very long way, and the decision (though no doubt binding as a decision of the Exchequer Chamber) has not been very favourably regarded. In *Loring* v. *Warburton* (6 W. R. 602, E. B. & E. 507), Crompton, J., who had dissented from the judgment in *Glyn* v. *Thomas*, expressed an opinion with which the rest of the Court seem to have concurred, that the matter had gone quite far enough; and in that case, where the tender had been duly made, the plaintiff was held entitled to recover. This latter decision was adhered to in *Upham* v. *Johnson* (2 E. & E. 250), where (overruling *Ellis* v. *Taylor*, 8 M. & W. 415) a tender was held good after impounding. A distress for too large a sum being thus held not to be a wrongful act, giving a cause of action in itself, it was consequently held in the above-cited case of *Tancred* v. *Leyland*, that in order to make it actionable, actual damage resulting from it must be stated and proved, such, for instance, as a sale of more than was sufficient to satisfy the arrears actually due, or the payment (*after tender* of the true amount) of the excess demanded. This is in conformity with the general principle acted upon recently in *Stimson* v. *Farnham* (20 W. R. 183, *ante* 198), that as a rule (and except where a property right is invaded, in actions for wrong actual damage must be proved.

It is not then to be wondered at that in *Lucas* v. *Tarleton* (3 H. & N. 116), Cresswell, J., should at the trial have expressed an opinion that the ordinary count for an *excessive* distress, not alleging damage, disclosed no cause of action. This opinion was not sanctioned by the Court in that very confused and unsatisfactory case; but neither was it expressly dissented from. On the other hand, neither in *Tancred* v. *Leyland* nor in *Glyn* v. *Thomas*, was there any count for excessive distress; it was not shown in the declaration in either case that more was even seized than sufficed to cover the sum really due and expenses; and this was pointed out by the Court in *Glyn* v. *Thomas*, which thus indirectly sanctioned the common form of count for excessive distress. In the present case (in which *Lucas* v. *Tarleton* was not cited) the Court of Queen's Bench have pronounced the count to be good. After so long a practice this is not to be wondered at, but it is difficult to see how it can be justified on principle. There would, no doubt, in most cases be at least some inconvenience resulting from the excessive distress, which a man would be entitled to be compensated for; but it might well be otherwise. The act is certainly much less productive of embarrasment than an excessive claim accompanying the distress, which is, as above shown, not a cause of action. It is certainly shown by the authorities not to be a trespass, however plausible the opposite view might once have been. Why then should it be actionable without special damage?

It may be observed, however, that in the present case the facts would have supported such a count as was held good in *Loring* v. *Warburton*, for there was not only an excessive distress, but an excessive demand, a tender of the true amount, and a subsequent retention of possession until the excess was paid; and from the statement of facts there does not seem any such reason as existed in *Lucas* v. *Tarleton* for refusing to allow such a count to be added if necessary. The parties must from the first have known that their dispute was as to the amount due.

Assuming the other conditions of the action to have been fulfilled, a further question arose in *Fell* v. *Whitaker*, whether the plaintiff had such an interest in the goods distrained as enabled him to maintain the action. Now, the plaintiff was, with his wife, in occupation of the house where the distress was made, and of the goods seized; but the goods had, in fact, been assigned by him to trustees for the benefit of his wife; one of the trustees also resided in the house, but as it was not pretended that he was in possession of the goods,

that circumstance was of no importance. The case of *Bourne* v. *Fosbrooke* (13 W. R. 497, 18 C. B. N. S. 514), was cited in support of the plaintiff's right to sue, but the present case stood on a distinct footing. In *Bourne* v. *Fosbrooke* the plaintiff had no real title to the goods, because her donor had none; neither had she for a long time past had the actual possession of them, having entrusted them to the care of the defendant; but, on the other hand, the defendant had actually received them from her as a bailment, and was, therefore, in no position to set up her want of title; he was in the position of the defendant in *Armory* v. *Delamirie*. In the present case, on the contrary, the plaintiff had not, indeed, the property in the goods, but he was, so far as appeared, in the actual possession and enjoyment of them by the permission of the trustees, their owners; it would seem, therefore, that there could be no serious question that he had sufficient interest in the goods to enable him to maintain an action against a wrong-doer, for he was bailee of them from their owners, and had both possession and, in a limited sense, property. If he had not had such a possession of the goods, the mere enjoyment of their use (such as a guest's use of the tables and chairs in his friend's house) would clearly not have entitled him to maintain the action.

RECENT DECISIONS.

EQUITY.

RAILWAY COMPANY—SEPARATE UNDERTAKING.

Re Ogilvie (a judgment creditor), L.JJ., 20 W. R. 226.

The point here decided appears clear enough; but we notice the case in the interest of creditors of railway companies. A contractor, to whom the Tendring Hundred Railway Company were indebted in respect of the construction of their original line, obtained judgment against the company, and extended certain surplus lands, which had been acquired by the company under the powers of an extension Act which provided that the works thereby authorised should, for financial purposes, form a separate undertaking. The contractor's petition under 27 & 28 Vict. c. 112, s. 4, for a sale of the company's interest in these lands, was opposed by the company, on the ground that such lands formed part of the separate undertaking, and could not be taken for the purpose of paying debts contracted exclusively for the purposes of the original undertaking. The fallacy of this argument is apparent enough. The debt was a debt of the company, and the entire property of the company was liable to satisfy it; and the circumstance that the creditor sought to apply one portion of the property of the company to the payment of a debt contracted in respect of another portion could be of no importance as between the company and the creditors, though it might give rise to questions between the original shareholders and the extension shareholders, owing to the circumstance that the extension line was made, for financial purposes, a separate undertaking. The order for sale was therefore affirmed.

PARTITION ACT, 1868—SALE AT REQUEST OF INFANT PLAINTIFF.

France v. *France*, V.C.W., 20 W. R. 230.

This was a partition suit, in which the plaintiffs were infants, and "requested" a sale of the property instead of a division, as provided by the 4th section of the Partition Act, 1868. The Vice-Chancellor pointed out an unforeseen difficulty—viz., that infants, as such, cannot exercise the discretion implied by the word request, and that as their request was in consequence a nullity he could have no jurisdiction to make the order. The difficulty was, however, got over by the old device of selling to pay costs, *i. e.*, by charging the costs on the estate and, in order to raise the costs, directing a sale, a course which appears to have been pursued by the Vice-Chancellor in an unreported case of *Young* v. *Young*. The reader will do well to note the decision, as it is settled that the Court can make a decree for partition where the plaintiffs are infants, though it cannot sell, except by the device above mentioned. In a subsequent case of *Higgs* v. *Dorkis*, 20 W. R. 279, Vice-Chancellor Wickens made an order for sale, where the party "requesting" it was a married woman, but her share of the proceeds of sale was directed to be paid into Court, that it might not get into the hands of her husband.

While on this subject we may remind the reader that the decision of the Master of the Rolls in *Teall* v. *Watts*, 19 W. R. 317, that a bill of this nature must pray for partition as well as sale, or it will not be within the Act, was followed by V. C. Wickens in *Holland* v. *Holland*, 20 W. R. 290.

STATUTE OF DISTRIBUTIONS (22 & 23 CAR. 2, C. 10) S. 6—GRANDCHILDREN AND GREAT-GRANDCHILDREN.

Re Ross's Trusts, V.C.W., 20 W. R. 231, L. R. 13 Eq. 286.

The Vice-Chancellor had been unable to find any reported decision bearing upon the question arising in this matter; and the point is one upon which, as will be seen by the Vice-Chancellor's judgment, the text writers are not unanimous. In *Re Ross's Trusts* (*sup.*) a fund was divisible under the statute amongst grandchildren and the children of deceased grandchildren, claiming by two lines of descent from a common ancestor; and the question was, the fund being divided into two equal moieties, corresponding to the two lines of descent, upon what principle each moiety was to be sub-divided between the respective descendants of either *stirpes*. By holding that the respective descendants took *per stirpes* and not *per capita* the Vice-Chancellor gave effect to the principle of representation established, as we venture to think, by the 6th and 7th sections of the statute in the case of "representatives"—*i.e.*, descendants (*Bridge* v. *Abbot*, 3 Bro. C. C. 226). The general effect of the statute, as the Vice-Chancellor said, is that (supposing there to be no wife) the estate, in case there are descendants, shall go amongst the children and their representatives—*i.e.*, descendants; and in case there are no children, shall go amongst the next of kin or their representatives; and that the division is *per capita* where all the takers claim in their own right, and *per stirpes* where they, or some of them, claim as representatives of another person. If, then, the children of deceased grandchildren take by representation, as they undoubtedly do, they take *per stirpes*—*i.e.*, they take collectively the share of their respective parents, and so on. It is said, however, in Williams on Executors, 6th ed., p. 1385, on the authority of Toller on Executors, on the authority of various cases which, in the opinion of the Vice-Chancellor, do not apply, that where all the children of the intestate are dead, leaving children, as in the present case, such children shall take as next of kin—*i.e.*, *per capita*; in other words, equal shares in their own right as next of kin and not as descendants or representatives of their respective parents. A new edition of Williams on Executors is advertised as being in the press, and we venture to hope that it is not too late to introduce this decision into the text. The judgment deserves most careful perusal.

COMMON LAW.

COVENANT NOT TO ENGAGE IN TRADE—"MERCHANT."

Josselyn v. *Parsons*, Ex., 20 W. R. 316.

This case makes a small addition, but, so far as it goes, a useful one, to the stock of legal certainty. It turned on the meaning of the word "merchant," as used in a covenant by which the defendant had bound himself not for a certain time to enter into the employment of any "ale, porter, or spirit merchant." The breach alleged against him was that he had entered into the ervice of a brewer. The Court drew a distinction, warranted by the ordinary use of language and by common ense, between a merchant, who buys to sell again, and a

producer or manufacturer who only sells his own produce. They held, therefore, that the covenant had not been broken.

DISTANCE—COVENANT NOT TO CARRY ON BUSINESS.

Mouflet v. *Cole*, Ex., 20 W. R. 339, L. R. 7 Ex.

This case investigates at great length the question of the proper mode of determining distance under a covenant not to carry on business within a specified limit. Of the two methods of measurement, that by the nearest practicable mode of access, and that by the map or as the crow flies, the Court pronounced in favour of the latter, but from their judgment Cleasby, B., dissented. In such a matter what is chiefly of importance is that the point should be settled, and that we fear it cannot be said to be, as the case is on its way to the Exchequer Chamber. But it is also of importance that it should be settled in such a way as will be most convenient and intelligible, and will leave the least uncertainty to the contracting parties; and it may be further said that if one way is more convenient and intelligible than another, there is a fair probability that that is what the parties intended. There can, we think, be no reasonable doubt that the straight-line measurement is the simplest and easiest, a any rate in the present day; it is likely, therefore, to be what the parties meant. The other plan is open to the obvious objection, that by the opening of a new road, what was no breach of covenant one day may become such on the next. There is no doubt that in some of the earlier cases, when maps were less common and less accurate, this mode was followed, but it is equally clear that the current of recent decisions has been in favour of the straight-line measurement. Several of these later cases turned no doubt on the construction of Acts of Parliament, but it is impossible to understand the process of reasoning by which Cleasby, B., arrives at the conclusion that they have no bearing on the present question. The Legislature speaks of a distance, without saying how it is to be measured, and the Courts say it is to be measured in a straight line. Why? Because when one speaks of a distance absolutely, that is the natural construction. Why is not this conclusion as good when two men say it, as when a number of men called the Legislature say it? Indeed, the learned judge does not favour us with any reason for the distinction, except the extraordinary one that in construing a contract the intention of the parties is to be considered. Doubtless; as also in construing an Act of Parliament; but if the parties have given no evidence of their intention but by the use of words which naturally mean a straight-line measurement, and are always so understood in public documents, why is something different to be supposed? We trust that in the interest of common sense and certainty this judgment may be affirmed.

REVIEWS.

Some Observations respecting Eastertide: Suggesting and Advocating a Change in the Mode of Determining the Paschal Limits. By the Rev. J. NEWLAND SMITH, M.A. London: Longmans, Green & Co. 1872.

This gentleman proposes to alter the computation of Easter, in order to narrow the limits of variation, and render the computation easier. Under the present system, which is about 1800 years old, Easter Sunday may fall anywhere between March 23 and April 26. The rule for computing it sounds like a riddle. "The first Sunday after the full moon which happens upon or next after the twenty-first day of March; and if the full moon happens upon a Sunday, Easter-day is the Sunday after." Mr. Smith's proposal is—that "when the 9th day of April is a Sunday, that Sunday shall be Easter Sunday; when the 9th day of April is not a Sunday, the Sunday next after the 9th day of April shall be Easter Sunday." If we all had to compute Easter for ourselves, we certainly should be glad of some simpler formula than the present, but as we are accustomed to leave the matter in the hands of the gentlemen who calculate almanacs, one hardly knows why we should complain if they do not. Nor do we see any particular inconvenience in the variation.

The Law of Evidence, as administered in England and applied to India. By JOSEPH GOODEVE. New Edition, by L. A. GOODEVE. Calcutta: Thacker & Co. 1871.

When the first edition of "Goodeve on Evidence" made its appearance about ten years ago, we noticed it at some length (6 S. J. 653), and predicted that while it was not likely to be used extensively as a book of practice here it would become a leading book of practice in the country for which it was especially intended. Events have justified our prediction. The work is little known here, while in India its merits have given it a recognised position. It is professedly a treatise on the English Law of Evidence, showing with what modifications that law has been adopted in India. It is a text-book of the Calcutta University, and the wonder is that it is not prescribed here as the text-book on Evidence for the selected candidates for the Indian Civil Service, who would thus learn at starting the law on this point that they have afterwards to administer, instead of having, as they now have, when they get to India, to begin by unlearning a great deal of what they have learnt in England. Reverting to the book under notice, the task of the present editor has been to bring it down to date, and this he appears to have done satisfactorily. Although there has been no general Evidence Act passed in India since the publication of the first edition, still there have been divers Acts which have incidentally altered the law of evidence in that country, such are the Divorce Act of 1869, and the Registration Acts of 1866 and 1871. Again, there have been a great number of cases decided since the publication of the first edition, which had to be worked into the new edition. But while giving the editor full credit for the way in which he has done his work, we must say that we think he has committed an error of judgment in not withholding the new edition until the Evidence Bill now before the Legislative Council of India has either passed or been thrown out. If the Act is passed it will, as is virtually admitted in the preface, deprive the new edition of one half its utility and value. Besides this, it happens that the delay would have enabled the editor to incorporate a couple of very important cases decided lately, as to the law of estoppel in India. One is *Khugowla Sing* v. *Hussein Bux Khan*, on appeal before the Judicial Committee (7 Bengal L. R. 673); the other is *R. Donzelle* v. *Kdernath Chuckerbutty* (7 Bengal L. R. 720), in which the fact that the English rule of estoppel by deed does not apply in India, and the reasons why it does not are much discussed.

A Concise Treatise on the Law of Arbitrations and Awards. By J. H. REDMAN, Barrister-at-Law. London: Butterworths. 1872.

Although without any pretensions to originality in its design, or any very special merit in the method of its execution, this is likely to prove a useful work in practice. It may be best described as an abridgment of Russell on Awards. By this expression we do not mean to suggest that any unfair use has been made of the larger work. The arrangement of the subject and the headings of the chapters in both works are almost identical, but this could scarcely be otherwise, as the subject seems naturally to divide itself in this way. The only peculiarity in the work before us is the absence of notes, all the references being given in the text itself. All the ordinary law on the subject is given shortly and in a convenient and accessible form, and the index is a good one. The book is of portable size and moderate price, and contains a fairly complete appendix of precedents. It is likely enough, therefore, that it will meet a demand both in the profession and amongst lay arbitrators. We own, however, that we should advise the latter, except in the very simplest cases, to take professional advice, rather than trust to their own interpretation of any text book; and an author who aims at conciseness is perhaps more than ordinarily dangerous to an unskilled reader. Mr. Redman's fault will probably be found to be that he states propositions generally and confidently, which upon further investigation would be found to be subject to exceptions, and occasionally open to doubt, and also that he occasionally gives cases as authorities for larger propositions than they really support. Completeness and shortness are, however, necessarily incompatible, and we aught not to complain that

we have not that which the author does not profess to give, viz., discussions upon doubtful points of law, or upon the effect of questionable authorities.

COURTS.

THE ALBERT LIFE ASSURANCE ARBITRATION.*

(Before Lord CAIRNS.)

June 24.—*Re the Medical Invalid and General Life Assurance Company; Butler's case.*

Insurance company—Winding-up—Amalgamation of companies—Trust fund—Misrepresentation.

B. held policies in the M. Life Assurance Society. On the amalgamation of this society with the A. Life Assurance Company, a circular was sent to B., which stated that under the arrangement for amalgamation the accumulated funds of the M. Society "will be invested to meet its liabilities, whilst its policyholders will enjoy the additional security afforded by the combined income arising from the amalgamated business of both companies, amounting to more than £220,000 annually, and the further guarantee of a numerous proprietary of undoubted respectability." After this the premiums were paid to the A. Company, and the receipts were ultimately A. receipts.

By the amalgamation deed the fund was settled upon trust to pay all liabilities of the M. Society which the A. Company should not pay, and after ten years, whether any such liabilities should be subsisting or not, upon trust for the A. Company.

The policies were endorsed by the A. Company, and an arrangement was made with the A. Company by which the policies were changed from participating to non-participating, B. "surrendering all claim to share in the profits of the A. Company."

Ten years afterwards, on the winding up of both the companies, B. contended that the trusts, as declared by the deed of amalgamation, were not the same as those promised by the circular, and that consequently he was entitled to claim either against the trust fund or against the M. Society.

Held, that B. had accepted the liability of the A. Company in lieu of that of the M. Company, and had no claim under the trusts of the deed of amalgamation. Further, that the circular and the trusts were not inconsistent; and that, if they had been inconsistent, B. was precluded by the lapse of time from founding any claim on such inconsistency.

This was a case similar to *Bowring's case* (*supra*, p. 305). Mr. Butler, being the manager of the East of England Mutual Life Assurance Society, had effected some policies by way of re-insurance with the Medical Invalid Society. In 1860 the Medical Invalid became amalgamated with the Albert Life Insurance Company, and previous to the amalgamation Mr. Butler received the circular that was sent round to all the policyholders (*vide supra*, p. 305). For the trusts of the Medical Invalid Society's life assurance fund under the amalgamation deed *vide supra*, p. 305.

The subsequent action of Mr. Butler is set forth in the judgment.

Fry, Q.C., for Butler.

Osborne Morgan, Q.C., for the Medical Invalid Society.

Lord CAIRNS.—Several cases have come before me upon the question of the substitution of the liability of the Albert for that of one of the companies absorbed by it, presenting features of some difficulty, and very proper for argument; but I must say that no case has come before me in which a claim is made against an absorbed company presenting the features which this claim does. I cannot but think that anyone that makes a claim under such circumstances as this does so either in entire forgetfulness of what has taken place with regard to these policies, or in entire forgetfulness of the principles which ought to guide mankind in transactions between one man and another.

Now what took place was this. Mr. Butler, representing an insurance company—not acting as an individual,—had re-insured five lives that had been insured in his own company with the Medical. Four of the policies were participating policies and one was not a participating policy. He received, or his company received, the circular dated the 1st of October, 1860. The circular has been frequently read, and I shall have presently to advert to one sentence in it with reference to an argument of Mr. Fry; but the purport of the whole circular was clearly to inform Mr. Butler or his company that the amalgamation had taken place between the Albert and the Medical; that there was to be one fund for the future; and that great advantages, as was supposed, would arise to those interested in the Medical from the amalgamation of that company with the Albert. The circular further stated, "The Albert has agreed to issue policies in exchange for those of this society at the same rate of premium as that now payable on policies effected in this office, without any alteration of the terms or conditions of the present policies; and if any policyholder should have assigned his policy by any legal instrument, in settlement, mortgage, or otherwise, so as to render substitution difficult, an endorsement can be made on the policy receiving the full responsibility and guarantee of the Albert for the fulfilment of the existing contract."

In that state of things, and putting aside for the moment any correspondence which afterwards took place, I have next to observe that Mr. Butler, acting for his company, paid the premiums that were due on these policies from time to time as they became due to the Albert office. The form of the receipts ultimately taken was simply an Albert receipt as upon an Albert insurance, in the name of the Albert, and signed by the officers of the Albert, without qualification of any kind. The earlier receipts had specified this, that the sum received was the premium "according to the tenour of the policy above enumerated and issued by the Medical Invalid and General Life Assurance Society on the life of" so-and-so. But it was an Albert receipt and signed by the Albert officers. The reference to the tenour of the policy issued by the Medical would be quite consistent with the circular I have read; for what the Albert offered by that circular to give was an assurance without alteration of the terms or conditions of the present policies—that is, of the Medical policies. Therefore it was quite consistent with that offer to give a receipt according to the tenour of the original policy, there having been at that time no Albert policy in point of form substituted for the original one.

If the matter rested there it appears to me that the case would be covered by the decisions I have already arrived at, and it would be the simple case of an offer made to the medical policyholders by the circular and accepted by them, as testified by the subsequent action of the policyholder, namely, by coming to the Albert, and, without remonstrance or explanation, paying from time to time the premiums due on his policies, taking the Albert receipts. But the matter does not rest there. Four of these policies were policies participating in profits, one was not. The time arrived when the Albert made an estimate of their profits; and declared, as they supposed out of their profits, a bonus to all the policyholders insured in the society, including the Medical policyholders whose insurances the Albert had taken over. The fact of that bonus was communicated to the participating policyholders, and, among the rest, to the company of Mr. Butler. Thereupon a correspondence ensued: in substance it was a remonstrance by the company of Mr. Butler founded on this, that while they were paying a bonus on a particular scale on the lives that primarily had been insured by them, they were being offered by the Albert bonuses which they considered disproportionate to the bonuses which they themselves were paying, and that the transaction was not to them the species of practical re-assurance which they had looked for, and hoped for. Ultimately an arrangement was proposed, which was assented to, under which the company of Mr. Butler were not to take the bonuses in that form, but the policies were to be changed from participating to non-participating policies, and certain alterations—the details of which are immaterial—were to be made with reference to the premiums, and certain payments as to the past. On the 27th of June, 1864, the correspondence in substance ended in this way: Mr. Butler writing as secretary of this company writes, "Enclosed you have cheques for" such an amount, "in payment of premiums herein, less commission official receipts" (that is another matter); "I also send policies on Wilkinson, Baker, Basire and Algar for endorsement" (which are the four policies here) "according to the new arrangement, together with a statement of account showing the difference of premium to be refunded by you. Please also have endorsed upon the policies the bonuses that have been allotted to each by the Medical Invalid Life office and yourselves" (that is, you, the Albert), "and return them to me as soon as convenient." The policies are returned with this endorsement, which is received without any remonstrance by Mr. Butler, "Memo-

* Reported by Richard Marrack, Esq., Barrister-at-Law.

randum, the 30th of June, 1864. The sum of £6 1s. 3d. is hereby agreed to be refunded to the within-named East of England Mutual Life Assurance Society, in consideration of the said society having surrendered all claim to share in the profits of this company" (that is, the Albert) "in respect of the within assurance, from and after the 31st of December, 1861." Now I asked the question what does this mean, what is the meaning of the East of England Mutual Life Assurance Society surrendering for a money consideration which is paid to them, which they receive and put in their pockets, surrendering all claim to share in the profits of the Albert in respect of this assurance, and now coming forward and saying they have not and never had anything to say to the Albert, and that their claim is against the Medical. That is what I must term a claim made in direct violation of good faith. And it seems to me that as regards those four policies it is understating the thing very much to say that no question could arise. With respect to the fifth it appears to me that no distinction can be taken as to the mode in which the office of Mr. Butler were acting between that and the other four.

But an argument was put forward by Mr. Fry, as usual with great ability, which struck me at first. He contended that the offer in the circular of the 1st of October, 1860, on the part of the amalgamated company, an offer which must be taken to have been accepted, proposed to the policyholders in the Medical certain rights with regard to the trust fund of the Medical, that was to be set apart, certain rights which have not been recognised, and which, he said, cannot be recognised, under the trusts of the Medical deed as they were ultimately declared, and that therefore the offer, as proposed to the policyholders, has not been kept in good faith, and that they are entitled to some peculiar consideration, in consequence of that circumstance. The sentence in the circular to which Mr. Fry referred was this—"Under this arrangement" (that is, the arrangement with regard to amalgamation) "the accumulated fund of this society" (that is, the Medical) "will be invested to meet its liabilities, whilst its policyholders will enjoy the additional security afforded by the combined income arising from the amalgamated business of both companies, amounting to more than £220,000 annually, and the further guarantee of a numerous proprietary of undoubted respectability." Now the word "additional" did strike me at first, more especially bearing in mind the Indian proposal which I had before me in *Fagan's case* (15 S. J. 855), and in which, also, the word "additional" occurred. I need not, however, further refer to the Indian circular, as any one who reads it will see that the additional security there spoken of had a meaning as to which no doubt could arise with respect to the Indian fund. But with regard to this sentence in the English circular, it seems to me that the argument which contends that the additional security spoken of means a security in addition to that of the accumulated fund set apart, is an argument that is not well founded. I do not think that that is the meaning of the word "additional" in this circular. When you look at the whole circular and the sentence, what is proposed is this—There is, in the first place, a statement that the Albert was to take over the liabilities of the Medical, and to issue Albert policies for Medical policies. As to all persons who would accept this arrangement, the liabilities to them of the Medical would cease. Then there is a statement that under the arrangement of amalgamation the accumulated fund of the Medical will be invested to meet its liabilities—that is, of course, the liabilities of the society; the liabilities, namely, which were then, and which would continue to be, liabilities of the Medical. The sentence then goes on, "whilst its policyholders will enjoy the additional security afforded by the combined income," and so on. That, I think, means that the policyholders who choose to remain policyholders of the Medical would enjoy, indirectly, through the covenant of the Albert with the Medical that the Albert would discharge the liabilities of the Medical, the security which will arise from the amalgamated business of both companies, the security of premiums amounting to more than £220,000 annually, and the further guarantee over and above these two items of a numerous proprietary of undoubted respectability, namely, that of the Albert. I agree that the sentence requires examination and consideration along with the whole of the context, but I think it was not meant in that to state anything that is not consistent with the usual arrangement. But, further than this, if the letter did actually convey, or if it was calculated to convey, to Mr. Butler's mind any impression that although he relinquished the liability of the Medical and accepted that of the Albert, still the trusts of the fund would be made wide enough to secure the payment of policies which were given up and at an end—strange as such a trust would be—I think that any case founded on such a construction of the letter is raised too late. Mr. Butler might have acquainted himself with the exact details of the trust actually created before, or at, or immediately after, the time when he acted on the circular of October 1st, 1860; and not having done so, he cannot, in my opinion, open the question after this lapse of time, the funds having in the interval been dealt with, and the trusts actually fixed, by a decree of the Court of Chancery, and the persons interested in the Medical having been for so long a time left to suppose that no objection was raised to the form of the trust created by the deed. I am therefore of opinion that Mr. Butler has no claim against the Medical shareholders or the trust fund, that his claim is against the Albert only, and that this application must be dismissed with costs.

COUNTY COURTS.

HALIFAX.

(Before Mr. Serjeant TINDAL ATKINSON, Judge.)

March 19.—*Benjamin Smithies* v. *Honourable Arthur Fitzgerald, Kinnaird and Henry Savil.*

Agreement for a lease—Specific performance.

Specific performance of an agreement to grant a lease will not be enforced in which the terms are not clear, definite, and unequivocal, or where a material ingredient is wanting.

His Honour delivered judgment in this case as follows:—This was a plaint on the equitable side of this court, seeking to enforce specific performance of an agreement otherwise void under the 4th section of Statute of Frauds. The plaint alleged that at or about the end of the year 1862, the plaintiff agreed with the defendant's agent, William Lipscombe, to become tenant of two allotments belonging to the defendants at Ovenden, for the term of fifty years, at the yearly rental of 25s., the plaintiff to fence the parts open to the common, and to break up and cultivate the land; the defendants to be at liberty to put an end at any time to the said term of fifty years, and to refund to the plaintiff all the moneys expended on the land, and to give compensation for the residue of the unexpired term, and also that the defendants' agents should prepare a lease embodying the above terms. The plaint then went on to allege that the plaintiff entered on the faith of this agreement, and erected stone walls or fences, and broke up and cultivated the land, and that the terms of the above agreement were reduced into writing by defendant's agent, and delivered by him to the plaintiff, as fully set out in the 4th paragraph. In the 5th paragraph the plaint alleged that the plaintiff accepted the said agreement, except as to the clause respecting the three months' notice to end and determine the said term, and called upon the said agent, and represented to him that a longer notice should be given, but the said agent refused and neglected to make any alteration in the said agreement, and the same has ever since remained unaltered. The prayer was for specific performance of the conditions and clauses contained in the agreement, and to do all the acts necessary to compensate the plaintiff for his outlay upon the land and for the interest of the plaintiff in the unexpired term. The facts as they were proved at the hearing were that the plaintiff, in 1868, went into possession of the lands in question as a yearly tenant, at an annual rent of 25s., that fences existed at that time which enclosed the land from the common, that the plaintiff began to break up and cultivate the land as such tenant from year to year, until 1862, when, as a security against being ejected he applied for a lease similar to one that had been previously granted to another of the defendant's tenants. The lease was to be for the term of 50 years, and to contain a provision for compensation if the term was put an end to before that time. A draft agreement was drawn by Mr. Ingram, solicitor, who read it over to the plaintiff, and explained it. Some discussion took place at an interview between plaintiff and defendant's agent. The plaintiff objected that the condition of the three months' notice to determine the lease was not part of the previous parol agreement, but nothing further was agreed upon or done on either side until 1869, when the defendants sold one of the two allotments to a Mr. Samuel Cordingley, and the other to the Corporation of Halifax. Notice to quit on treating the plaintiff as a yearly tenant was given on the 8th July, 1870,

and possession given by him, the two sums of £16 and £15 being offered to the plaintiff as the amount he was entitled to upon a valuation as between the incoming and outgoing tenant. On this state of facts the Court was called upon by the plaintiff to enforce specific execution of the draft agreement, on the ground that there had been part performance by the plaintiff, sufficient to avoid the operation of the statute of frauds, which requires the subject-matter, being an agreement relating to land, that there should be a writing, signed by the party to be charged with it. In order to take a case out of the statute upon the ground that there had been a part performance of a parol contract, it was not only indispensible that the acts done should be clear and definite, and referable exclusively to the contract, but the contract should also be established by competent proofs to be clear, definite, and unequivocal in its terms, and in all cases where the contract was constituted by a proposal on one side and an acceptance on the other, Courts of Equity will not decree a specific performance unless the acceptance is unqualified and unconditional: *Oriental Steam Navigation Co.* v. *Briggs*, 10 W. R. 125. Also, where a material ingredient in the terms of a contract has been omitted, equity, considering it as only resting in treaty, will not decree specific execution. Therefore, where a tenant in possession proposed to pay an increased rent for a prolonged term, and afterwards refused to carry out the agreement, a bill for specific execution was dismissed, the period at which the increased rent was to be paid not having been agreed upon. *Lord Ormond* v. *Anderson*, 2 Ball & Beattie, 363; *Alley* v. *Dischampe*, 13 Ves. 228. The jurisdiction of the court is to compel the specific performance of a contract between the parties. But the contract must be complete. The Court cannot supply any term that has not been agreed upon, for that would be to make and not to execute an agreement, and, accordingly, the Court will never assume a fact that is not before it. It is a clear and useful proposition, that when a party comes into this court for the specific execution of an agreement, he must accurately state the terms of the agreement he seeks to have executed, and prove the case he has stated on the record, otherwise the Court will not assist him. It became important, therefore, in the present case, to see whether, as between these parties, the terms of the agreement for a lease were clear, definite, and final. Apart from the evidence on the hearing, the fifth paragraph of the plaint appears to me to be conclusive, as showing that nothing was concluded, but that the matter remained in treaty only. The plaintiff alleges in that paragraph that he accepted "the said agreement, except as to the clause respecting three months' notice to end and determine the said term, by the lessors, contained in the said agreement, and that he called upon the defendants' agent, and represented to him that a longer notice should be given, but the agents refused and neglected to make any alteration in the said agreement, and the same has ever since remained unaltered." I find nothing in the evidence of the plaintiff at the hearing to show that his contention as to the three months' notice was met by any concession on the part of the defendants, nor do I think, as it was urged at the hearing by the plaintiff's attorney, that the time which elapsed without any further steps being taken by either party, amounted to an acquiescence on the part of the defendants, so as to be taken as a waiver of all matters in dispute, and that they permitted the plaintiff to proceed in the occupation of the land, and so far alter his condition by laying out money in improvements, as to create an equity which the Court would enforce. The plaintiff alleges in his plaint that about the end of the year 1862, he agreed with the defendants, through their agent, to become tenant of the land in question for the term of 50 years, at a rental of 25s. a year; that he was to break up and cultivate the land, and to receive compensation if the lease was determined by the defendants before the expiration of the term, and that upon the faith of this agreement he entered into possession and performed his part of the agreement, but this allegation as to his entering into possession upon the alleged agreement is entirely unsupported by the plaintiff's statement, inasmuch as he admits that he entered in 1859, and paid rent as a yearly tenant. As far, therefore, as the statement in the plaint is concerned of his part performance by taking possession of the land, in consequence of the alleged agreement, it is negatived by the plaintiff's own testimony, as he shows only a continuing possession, and not one induced by any act or promise of the defendants. On the grounds, therefore, that there is not before me a contract, the terms of which have been assented to so as to make it final and complete, and which contract, although within the Statute of Frauds, the Court would still enforce the specific execution of its terms, where there had been part performance by the plaintiff on his side of its conditions, I am compelled to come to the conclusion that all that was done was of an inchoate character, and that there never was a perfected agreement between these parties upon which the Court could act. The plaint, therefore, on this ground alone, without taking into consideration the other parts of the case, which afford an answer, must be dismissed; but as it was the original intention, on the part of the defendants, to grant a lease of this land to the plaintiff for 50 years, and he may have supposed that Mr. Ingram was acting for the defendants, and that having protested against the introduction of the three months' notice to quit which was contained in the draft agreement from the lapse of time it had been waived, I think the dismissal of the plaint must be without costs.

Mr. Robinson, Keighley, was for the plaintiff, and Mr. Fairless Barber, Brighouse, for the defendants.

HUDDERSFIELD.

(Before Mr. Serjeant TINDAL ATKINSON, Judge.)

March 22.—*Hawkyard* v. *Kayes.*

The contingent liability of one co-surety to another for contribution in the event of the future failure of the principal is not a contingent liability which, before such liability occurs, can be proved against a bankrupt surety's estate.

This was a plaint brought by the plaintiff to recover the sum of £18 for money paid to the defendant's use to a money club, to which the defendant pleaded that on the 24th of November, 1870, he presented his petition to this Court for the liquidation of his affairs by arrangement, in pursuance of the Bankruptcy Act, 1869, and obtained his order of discharge on the 19th of December, 1870. It was proved at the hearing that the plaintiff and defendant had, with another, become sureties to a money club, "The Shears," for one "Sim Kaye," and that in January, after the defendant had obtained his discharge, the plaintiff was called upon to pay the whole of the loan, £50, and he now sought to recover from the defendant his contribution as co-surety.

Milnes, for the plaintiff, contended that the contingency in this case constituted a proveable debt, and was capable of being estimated, and that the discharge was an answer to the claim.

Learoyd, for the defendant.—There are no means of measuring the value of such a merely possible liabitity. The case comes within the words of the 31st section of the Bankruptcy Act, 1869, which provides that where a debt or liability is incapable of being valued, in that case it shall not be proveable.

His HONOUR, in giving judgment, said—The question raised in this case is of considerable importance to a class of persons who become sureties for the repayment of money borrowed by their principals from the various loan societies which are found established and increasing in number in this and other districts of the West Riding. The facts, as they were proved at the hearing, were that the plaintiff and defendant had become sureties to a money club for a loan of £50, to one Sim Kaye, payable by instalments. The defendant, having become embarrassed in his circumstances, on the 24th of November, 1870, filed a petition for liquidation by arrangement in this court, and subsequently to this, the principal being in default, the plaintiff, the solvent surety, paid, on the 17th January, 1871, a sum amounting to £54, a third of which he now seeks to recover from the defendant, on the ground that the liability of his co-surety for contribution on the failure of the principal is not a contigent liability, the value of which can be estimated so as to make it a debt proveable within the 31st section of the Bankruptcy Act, 1869. Under the former statutes, until the principal had made default, and the right to contribution had arisen by payment of more than the surety's share, no debt existed. To constitute a provable debt, the right of contribution must have arisen at the time of the bankruptcy of the co-surety, to enable the paying surety to prove under it, and hence a possible right of contribution existing at the date of the bankruptcy was held not a contingent debt within the contingent debt clause (*Ex parte Thompson*, Mont. & B. 219). The Bankruptcy Act, 1869, appears to be framed with the express object of leaving the bankrupt who has obtained his discharge com-

plete freedom from all debts and liabilities, present or future, certain or contingent, to which he was subject at the date of the order of adjudication; and the 31st section, under which the present question arises, provides for every "obligation," or "possiblity of an obligation," which can be incurred by any express or implied engagement or agreement or undertaking to pay, or capable of resulting in the payment of money or money's worth, whether such payment be, as respects amount fixed or unliquidated, as respects time present or future, certain, or dependent on any one contingency, or on two or more contingencies, coupled, however, with this limitation that in the case of any debt or liability which from its being subject to any contingency or for any other reason does not bear a certain value, such debt or liability, for the purposes of proof, shall be estimated by the trustee, and if any person is aggrieved by such estimate he may appeal, and the Court may, if it think the value of the debt or liability incapable of being fairly estimated, declare that such debt or liability shall not be provable. The question that remains is, it being assumed that the future liability of one co-securityto another, who, in the event of the principal's default, pays the amount for which the sureties are jointly and severally liable, is a possible obligation within the 31st section, is it such a liability the value of which can be "fairly estimated?" The difficulty of attaching a defined value to a future contingent liability, of the nature of that in this case was fully considered, in *Thompson* v. *Thompson*, 2 Bingham's New Cases, 168, in which it was held that instalments for the payment of which a bankrupt is surety only, and which he coverants to pay in case of default of the grantor, are not, where they become due after his bankruptcy, proveable under a fiat against the surety. Tindal, C.J., says—"The question is reduced to this simple point, whether the instalments of an annuity for the payment of which the bankrupt is a surety only, and which he expressly covenants to pay in case of the default of the grantor, are proveable under a fiat against the surety, where such instalments do not become due until the bankruptcy? Before the day of payment arrived these instalments were not only no debt, but can never become a debt except in the event of the principal, the grantor, making default in the payment, but the value of such a contingency it is impossible to calculate. The liability of the surety would depend upon the power and the will of the principal to pay the first and subsequent instalments as they became due, and it is needless to say that such a contingency cannot be subjected to any known law of calculation." In the case now before me the only difference is that instead of an annuity for the payment of which the sureties are liable it is a liquidated sum of money payable by instalments, the difficulty of valuation being the same in both cases—namely, as to the power and will of the principal while he remains solvent to pay the instalments. And even in the event of the principal becoming bankrupt, there are no present means of determining how much his estate will pay, or what sum the sureties would be ultimately called upon to contribute. In the language of the judgment in *Arnott* v. *Holden*, 18 Q. B. 593, "However great the hardship may be upon a surety that he should remain liable after he has surrendered all his effects upon a bankruptcy, the Legislature has as yet provided no relief for him, as it has confined the discharge of the bankrupt to debts and liabilities which might be proved, and for which a dividend might be obtained under the bankruptcy, and no machinery is as yet provided for proof under the bankruptcy of the surety where there is a solvent principal." In all cases where there is a succession of payments dependent on a succession of contigencies, the difficulty of calculating with any reasonable certainty the value of such a contingent liability, so as to bring it within the statute, must be self-evident, and it was upon this ground that before the passing of the Bankruptcy Act, 1869, it was held under the former statutes, that after the bankruptcy of one of two sureties, for the payment of an annuity, the co-surety paid the annuity, he could not prove against the estate of the bankrupt for the amount for which the latter was liable to contribute, and the bankrupt continued liable, notwithstanding his discharge under the bankruptcy (*Brown* v. *Lee*, B. & C. 689, 9 D. & R. 701; *Clements* v. *Langley*, 5 B. & Adol. 372). Applying the principle which governed these cases to the present, I can come to no other conclusion than the contingent liability in this case cannot be estimated, and that the defendant's discharge, under the proceedings in liquidation, is not an answer to the plaintiff's claim. Looking, however, to the object of the statute, which was to provide against the future liability of persons obtaining a discharge under its provisions, I do not think that the present case is one for costs.

Verdict for plaintiff, £18.

BARNET.

(Before JAMES WHIGHAM, Esq., Judge.)

March 20.—*In re Dyball.*

Composition with creditors under the Bankruptcy Act, 1869—*Notice to creditors unknown to petitioner.*

This was an application to set aside a petition.

The petitioner had, under section 126 of the Bankruptcy Act, 1869, petitioned the Court to call a meeting of his creditors, and had furnished a list of them, together with a schedule of the amount of their respective claims for that purpose. Among them he inserted the name of one Tildesley as holding bills to the amount of £200. Mr. Tildesley did not attend the meeting of creditors, which, according to the Act, was held shortly after the filing of the petition. Nor, although a registered letter was afterwards sent summoning him to the second meeting, did he attend on that occasion, or give notice that any of the bills which he had held, and of which he was the drawer, had passed out of his hands. At the first meeting of creditors a resolution was passed, by a sufficient majority, accepting a composition. This was confirmed at the second meeting. A Mr. Jones then applied to the Court to set aside the petition on the ground that he was the indorsee of one of the bills drawn by Mr. Tildesley and accepted by the petitioner, and that he had not received any notice of either of the creditors' meetings.

E. P. Wood (instructed by Mr. Greaves) on behalf of the applicant, submitted that it was the duty of a petitioner under this section to find out all creditors who had any claim upon him, and that if any did not receive notice the petition would be void. That no express mention was made by the Act of indorsees of bills of exchange, that that was, in fact, a *casus omissus*.

Hamilton Bromby (instructed by Mr. Vallancey Lewis), for the petitioner, contended that if that were a *casus omissus* the Court had no power to supply the omission, and even if it had, it could not do so on the present application, which was not to amend the resolutions, but to set aside the petition. A remedy was provided by the Act, which gave the registrar power to avoid the resolution of the creditors if injustice would be done by them. Besides, the Act never intended to throw the obligation upon a petitioner of having to discover every indorsee of bills given by him to other people, in order to give them notice of the meeting of creditors. The Act was complied with when the petitioner gave the registrar of the Court notice of all creditors of whom he knew or could reasonably be supposed to know at the time of filing his petition.

Mr. WHIGHAM held that as a bill given by a petitioner might, before the petition was presented, have passed away into other hands, and even out of the jurisdiction of the Court, beyond the knowledge of the petitioner, the petitioner was not obliged to give notice to every person who might possibly have become the holder of such bill, unless he knew at the time who actually did so hold it.

The application was, therefore, dismissed with costs.

BURNLEY.

(Before W. T. S. DANIEL, Esq., Q.C., Judge).

March 21.—*Mr. Bass's Bill.*

The judge, during the sitting of the Court, called attention to a bill which has lately been introduced into Parliament by Mr. Bass, M.P., and which has been read the first time. He said: The object of the bill is to prevent shopkeepers in all actions for goods sold and delivered, not exceeding 40s., from recovering in the County Court. Whether that will pass into law is, of course, uncertain; we must wait for Parliament to decide. It is impossible for those who have any practical experience or knowledge of the interests which are involved in the jurdisdiction of County Courts not to feel that that bill may have a most important social operation, an operation which those who take a deep interest in the welfare of what Mr. John Stuart Mill calls the wage-receiving classes, will do well to look to; because if that bill passes into law, however benevolent may be the intentions, and however patriotic the motives of the gentleman who intro-

duced the bill, this result seems to me inevitable, namely, that no shopkeeper can trust a working man with goods upon credit unless he contracts a debt exceeding 40s., because for any goods, though they be the necessaries of life, supplied to a working man under 40s., the shopkeeper will have no legal remedy, he will be dependent entirely upon the honour of the man to whom the goods are supplied for payment. Now I have revolved in my own mind the position in which a working man must stand if such a law were in operation. A man comes with his family to Burnley, and gets employment in a mill for himself, his wife, and perhaps two children. Their earnings at the end of the week may be 30s. or 35s. I don't know what the fact is, but I will assume that the wages in Burnley are paid every week. The man comes on the Monday; he may be trusted for his rent, because the bill does not propose to forbid giving shelter to a man on credit; but inasmuch as the working man could receive nothing until the Saturday, and inasmuch as he, his wife and children, will want their food on the Monday, on the Tuesday, the Wednesday, Thursday, and Friday, where is he to get it? If they go to a shop, any prudent tradesman will say, "I cannot let you have that loaf, you cannot have the bacon, the salt, the tea, or the sugar. They may be necessary for you and your children, but unless you give me the money you cannot have them." The working man's capital is his labour, and the only fruit of that labour is the wages he can earn, which will not be payable until the labour has been given. Where is the working man to get money to pay for the necessaries of life during the period which must intervene between the employment, the rendering of the labour, and the payment for it. It seems to me, if such a bill as that passes, it will either render the working classes dependent, to an extent to which they ought not to be dependent, upon the charity of those who supply the goods, or will render it necessary for many to be suppliants for a loan to the Guardians of the Union for the necessaries of life. The returns which have been given show some results which startle those who only look at figures, and don't understand the facts involved. What has struck them is the enormous amount of the plaints which are entered for sums not exceeding 40s., and from this the inference is drawn that credit is improperly given for small amounts. Why should such an inference be drawn? The experience learnt by those who are conversant with the course of proceedings in County Courts would tell them that although the ultimate claim is less than 40s., it is probably the result of dealings extending over years, on which payments have been made again and again, but for some reason the debtor has discontinued dealing at the shop, and the result is that a summons is taken out for a balance of an account which originally amounted to a sum sufficiently large to attract the attention and to excite the interest of the wealthy and influential. Another point which strikes my mind, as exhibited by these returns, is, that they show only the debts that are disputed. How many millions every year pass in the shape of wages for necessaries to shopkeepers which are not the subject of dispute at all? Take from the shopkeeper the right to recover the money that is justly due to him for goods of a small amount supplied to the working classes, and you will stop an amount of supply far beyond anything which is exhibited by these returns. Great as the amount exhibited by these returns is, my experience teaches me that among the working classes those who pay what they honestly owe are far in excess of those who refuse to pay, for the latter are the dissolute, the idle, or the dishonest. Why, if you take from the shopkeeper the right by law to recover for the goods he has to supply, you offer him a discouragement to sell the goods he has to sell, and an encouragement to those who buy not to pay for them. I am very much struck with one feature in these returns—the number of executions. I will turn to Burnley Court: In Burnley there were 291 executions taken out during 1870; of these, 105 were for sums exceeding 40s. I find that for sums between 5s. and 40s. there were 176 executions taken out. Of the 105 executions for sums exceeding 40s. there were 18 sales, and of the 176 executions between 5s. and 40s. there was not a single sale. It is the sale that oppresses the debtor. I asked for a reason of this, and I am told both by the high bailiff and Mr. Hartley (registrar) that the reason is when the execution comes the plaintiff is satisfied by payment, or an arrangement is made whereby the sale is prevented, which shows the usefulnes of the jurisdiction, because it compels an unwilling debtor, who is able, to pay. I turn to another class—the number of imprisonments. Where an execution has failed, there being no goods, imprisonment is resorted to. These returns only show the number of imprisonments; they do not show the number of commitments that have been made. If reference is made to Mr. Norwood's returns which were laid before Parliament, which contain commitments as well as imprisonments, it will be seen that the proportion between commitments and actual imprisonments is about the same as between executions and actual sales, here again manifesting the beneficial operation of the County Court system in compelling unwilling debtors, who are well able, to pay their just debts. In the case of imprisonment, the Court must be satisfied that the means of payment exist before an order is made, and my practice has been never to make an order for immediate commitment except in cases of scandalous fraud. The only immediate commitment I have made was at Burnley, and I was satisfied that the debtor was able to pay, and he did pay before he left the court. In other cases I always allow an interval of time before the order is put in force, and I believe the other County Court judges, almost without exception, do the same, and the effect is seen in the difference between the number of orders of commitment and the number of actual imprisonments. Here again, the jurisdiction, when exercised temperately and with proper care and discretion, produces what the creditor desires. It is only in a few instances in which debtors are wilful and dishonest that imprisonment takes place. I make these observations because I believe that in quarters where there is a great anxiety for correct information, there are, for some reason or other, most erroneous inferences drawn from the voluminous returns with respect to County Courts. This bill, if passed, will, in my opinion, most seriously affect the industrious and wage-receiving classes of this country.

WESTERN CIRCUIT.

TAUNTON.

CIVIL SIDE.—Before Baron BRAMWELL.

March 27.—*Meyler* v. *Woodley*.

This was an action for libel. The plaintiff is a solicitor who has practised at Taunton during the last 14 years, and has held several public appointments, such as registrar to he county court, &c. The defendant, also a resident at Taunton, is proprietor of a newspaper called the *Somerset County Gazette and Bristol Express*. The libels complained of were published in the above-mentioned newspaper. It appeared that in 1870 an action for libel had been brought against the present defendant, in which the present plaintiff had acted as attorney of the then plaintiff. This action had been settled on certain terms, among which were the following,—that an apology, which was to be settled by the junior counsel engaged in the case, was to be accepted by the then plaintiff, and to be published in the defendant's newspaper, and that the defendant should pay the taxed costs of the plaintiff as between attorney and client. The substance of the libels on account of which this action was brought was that the plaintiff had acted dishonourably in insisting upon the alteration of this apology after it had been settled by the counsel as agreed, and that the plaintiff's bill of costs had been so exorbitant that when it came into the hands of the taxing master it suffered such "mutilation" that its "laborious concocter must have wept with bitterness." The defendant pleaded a justification to the first libel. The plaintiff's account of these matters was that the apology, an alteration of which he had insisted upon, had not been settled by counsel, but had been presented to him in the form of a draught proposal, and that the bill of costs had been drawn up and submitted to the taxing master by his agent in London without any knowledge on his part of the items or charges, and that all the items were moderate and proper. It was eventually agreed that the defendant should withdraw and apologise for the libels complained of, that a verdict for 40s. should be returned for the plaintiff, and that the usual certificates for costs, &c., should be granted.

Cole, Q.C., and *A. Charles*, appeared for the plaintiff.

Edlin, Q.C., and *Pinder*, for the defendant.

The learned JUDGE, in commenting upon the settlement, remarked that a most prudent course had been adopted by both parties. It was impossible for the defendant to justify these libels. It was clear that the apology which the plaintiff had insisted upon altering had only been submitted to him in a draught form for approval; and there was no ground for any assertion that the plaintiff had submitted

any exorbitant charge to the taxing-master. The defendant might have been sincere in what he had done, but he would advise him for the future to be more cautious in his use of the means at his command of offending the feelings of others. His newspaper was an engine of great strength to him, but it was well for those who had "a giant's strength" not to use it like a giant. The defendant, having found himself in the wrong, was right to acknowledge it and apologise.

APPOINTMENTS.

Mr. Archibald John Stephens, Q.C., LL.D., has been appointed by the Bishop of St. Davids, to be chancellor of that diocese, in succession to Sir Travers Twiss, resigned. Mr. Stephens was called to the bar at Gray's-inn in May, 1832, and went the Western Circuit for several years. He was a Royal Commissioner for Inquiry into the Endowed Schools of Ireland from 1854 till 1859. In 1855 Mr. Stephens was appointed Recorder of Andover, in succession to C. H. B. Ker, Esq.; he held this appointment till 1857, when he was appointed Recorder of Winchester, succeeding the late J. Shapland Stock, Esq. Mr. Stephens was created a Queen's Counsel in 1859, and was elected a bencher of Gray's-inn in the following year. He has been a member of the Council of Legal Education since 1862, and Chancellor of the diocese of Bangor since 1864. He is a Fellow of the Royal Society, and has received the degree of LL.D. from Trinity College, Dublin. He is one of the most voluminous writers at the bar upon ecclesiastical and municipal law, being the author of the following works:—"Edition of De Lolme on the English Constitution, with an Historical and Legal Introduction and Notes" (1838); "Statutes relating to the Ecclesiastical and Eleemosynary Institutions of England and Wales, Ireland, India, and the Colonies, with the decisions thereon" (1845); "Law of Nisi Prius, Evidence in Civil Actions, and Arbitrations and Awards" (1842); "Practical Treatise on the Laws relating to the Clergy" (1848).

Mr. Henry Tyrwhitt Jones Macnamara, barrister-at-law, of the Oxford Circuit, has been appointed County Court Judge of Circuit No. 43 (embracing the metropolitan districts of Marylebone, Brompton, and Brentford), in succession to Mr. Francis Ellis McTaggart, deceased. Mr. Macnamara is the second son of the late Frederick Hayes Macnamara, Esq., of the 53nd Regiment, and was born in 1820. He was educated at Lichfield Grammar School, and was called to the bar at Lincoln's-inn in November, 1849, when he joined the Oxford Circuit, attending also the Stafford and Gloucester sessions. In 1864 he was appointed Recorder of Reading, in succession to the late Mr. Serjeant Mereweather, and held that recordership till 1870, when he resigned it. Mr. Macnamara married, in April, 1850, Eliza, daughter of the late Walter Morgan, Esq., of Merthyr Tydvil, and sister of Sir Walter Morgan, now Chief Justice of Madras, and by this lady he had a family of two sons and three daughters.

Mr. William Anthony Musgrave Sheriff, barrister-at-law, has been appointed Attorney-General for the island of Grenada, in the West Indies, in succession to the late Mr. A. P. Burt. Mr. Sheriff was called to the bar at the Middle Temple in June, 1867. The Attorney-Generalship of Grenada is worth £400 per annum.

GENERAL CORRESPONDENCE.

Sir,—An inquiry, made a short time ago in your valuable paper, as to the provisions made by the law of France for preventing hardships similar to those caused to the defendants in that suit, induces me to lay before your readers a statement of the rules framed by that law with reference to the property of persons who have disappeared under circumstances which leave their existence uncertain. These persons are called "*absents*." In the technical sense in which the word *absent* is used by the Code Civil, it designates not an individual who does not happen to be present in a certain locality, but one who has disappeared, and about whose present existence uncertainty exists. In the system adopted with reference to the property of the absentee three phases may be distinguished, according as the presumption of his being still living is stronger than the probability of his decease or *vice versa*. The first is that, where the individual is only presumed to be *absent*, in the legal sense—that is, when a certain, though not a considerable, time has elapsed since the disappearance of the absentee, without any information having been received as to his existence; that period is called "presumed absence (*absence presumée*)." Pending its duration, the Tribunal of First Instance of his last domicile has authority to take all such measures as may be desirable for securing the absentee's estate, upon the application of any party who may be ultimately interested therein, or of the Procureur de la Republique, whose duty is to protect the interests of the absentee and to apply to the tribunal for such orders as may be necessary for the purpose. The second period, that of declared absence (*absence declaree*), begins after the lapse of four years from the last news of the *absent*, if he has not left an agent with a general power of attorney given for a term of ten years or more. Should he have left a general agent with a power for that term or more, then the time when that second period begins is ten years after the last news. In this period, the presumption of life, which in the first predominated over the possibility of death, descends to a level with the latter. They are now considered to be evenly balanced, and the interests of the absentee, which were the main objects of the care of the law in the first period, give way on some points to those who are to succeed to him, and who, if the reality were known, would perhaps be entitled to be called the survivors. The parties who were legally his heirs or successors at the time of his disappearance, or of the last news received of his being alive, are entitled to claim his estate as if he were dead; his will is opened, and the tribunal orders the distribution of the property to his heirs or legatees, according to the same rules as if he were proved to be deceased. This is called the provisional "putting into possession" (*envoi en possession provisoire*); and its provisional character is marked and protected by securities being required, from the parties put into possession, for the return of the property to the absentee should he return, or to his proper representatives should they turn out to be other than those put into possession. This contingency may occur, either in consequence of proof being produced of the actual death of the absentee, at a time either previous or subsequent to the "putting into possession," when the inheriting capacity was in other persons, or in consequence of the discovery of a will made by the absentee after his departure. The parties put into possession are considered mainly as the depositories of the estate of the absentee. They must not commit waste. They have to make an inventory. Perishable property is sold and the amount is invested; so is the furniture, subject to the discretion of the tribunal. They are the legal representatives of the absentee in all actions, and, should the absentee return at any time, they have to render him an account of their administration, and to return to him not only the property of which they have been put into possession, but such proportion of the revenues thereof as they are not entitled to retain. That proportion is four-fifths, should the return of the "absent" take place within fifteen years after his disappearance or the last news of him; nine-tenths, should he re-appear after fifteen and before thirty year. After thirty years they are entitled to retain the entirety of the revenues.

Thirty years after the provisional putting into possession begins the third period, that where the presumption of the death of the absentee entirely overpowers the hypothesis of his return, and where, in consequence, the interests of the living throw those of the probably deceased, and now entirely despaired-of, absentee into the background. The parties put into provisional possession can now demand their "final putting into possession" (*envoi en possession definitif*). When the tribunal has ordered this, the nature of their tenure is entirely altered. They still hold subject to the resolutory condition of the return of the absentee, or the establishment by other parties of their rights as heirs or legatees (under evidence of his death at some other date than that assumed, or under a will newly produced), but they hold for themselves, and not for the absentee. They have the full and absolute rights of property, the *jus utendi et abutendi*. They have to account for nothing. They have the fullest rights of alienation; they can dispose of every thing for a consideration, or gratuitously. Their securities are therefore discharged, and should the absentee or any claimant who should make good a title to the property as his representative ultimately appear, the only claim he can have

against the *envoyes en possession definitifs* is for the restitution of so much of the estate as is to be found in their own hands. But so far as that right goes the absentee is precluded from exerting it by no lapse of time, however long. Such persons, however, as should claim as his representatives, even such legitimate children as should not have appeared or been recognised at the time of the distribution, and should produce their claims afterwards, are limited for making them good by the lapse of thirty years from the definitive putting into possession.

So much for the effects of "*absence*" upon such property as formed part of the estate of the absentee at the time of his disappearance. It remains now for me to give an account of its effects as to such inheritances as have become open since that event, and to which he would have been entitled had he been present to claim them. Here we come upon the Tichborne case; and we find the principles which in France govern the case of the absentee with reference to such inheritances in Articles 136 to 138 (inclusively) of the Civil Code. The system adopted by the Code with reference to those inheritances is to ignore entirely the rights of succession pertaining to the absentee. They are dealt with as if his decease had been proved. The person or persons who would have succeeded to the *de cujus*, either through a will or *ab intestato*, according to the circumstances, take his place, and the estate of the *de cujus* is disposed of generally as if his death was an ascertained fact. Neither inventory nor securities are required from such as are thus put into possession of what the absentee would have taken had he been present.

This devolution is not, however, final, should the absentee, or, in case of his death, any legal successor of his, put in a claim. There is, however, a limit of time to the possibility of such an interference with the parties in possession. At the expiration of thirty years from the death of the *de cujus* any *petitio hereditatis* or action against them to make them return the inheritance to any one, however grounded his demand might have been had he produced it in time, is rendered impossible by "prescription or limitation," and they cannot thenceforth be disturbed.

From the length of the time required for limitation, the law of France would not, therefore, have afforded any protection to the defendants in the Tichborne case.

So many criticisms have been directed against the length and cost of the procedure in that memorable trial, that it may be worth while to state briefly here the manner in which a case of the same description would have been treated under the French system of procedure. The claimant would have had to bring his action before the competent tribunal of first instance, a court composed entirely of judges, trial by jury existing in France only for criminal cases, and assessment of compensation where private property is taken for public utility. The first step in court would have been a demand against the defendants for restitution, argued by counsel, and backed by such documentary evidence as the plaintiff might possess, and which not being in all probability held sufficient to establish his case, would be backed by a petition to the court for permission to make an inquest (enquête), or in other words, to produce witnesses. That petition must be embodied in pleadings, specifying with clearness and brevity the facts which the plaintiff wishes to prove, and be notified to the defendant, who can take time to examine and answer them, and to whom the law reserves the right of proof in contradiction of the allegations made. The petition is read in court, and counsel for the defendant is heard against it. Should the Courts rule that the case of the plaintiff is improbable, or disproved, or that the facts alleged are not pertinent or admissible, the Court dismisses the application with costs for the defendant. Should no reason appear sufficient for deciding immediately either way, and the facts be pertinent and admissible, the Court orders the inquest, and names a single judge to hear the witnesses, on such facts as the judgment specifies. The witnesses are heard in private. The parties may be present with their attorneys and counsel; but counsel do not generally appear in these inquests. The witnesses are examined by the judge; the questions of the parties and their advisers have to be put through him, and his clerk draws up notes of the questions and replies. Should any of the witnesses not be resident where the Court sits, it may delegate a judge of their locality to hear them. It is upon the notes taken during these proceedings that the trial takes place. The witnesses in such cases are not heard in court, nor are the parties examined as witnesses. It is easy to understand that with such a system less time and money will be spent; but whether the truth is so likely to be reached, and imposture unmasked, is another question.

J.

PARLIAMENT AND LEGISLATION.

HOUSE OF LORDS.

March 21.—The Tamworth Gas (Construction of Railway, &c.) Bill was read a third time and passed.

Earl Nelson laid on the table a Bill to provide for the free use of seats in certain churches, and it was read a first time.

Appellate Jurisdiction.—The Lord Chancellor gave notice that on Thursday, the 11th of April, he would move the following resolution: "That it is expedient that one Imperial Supreme Court of Appeal be established for the hearing of all matters of appeal now heard before this House or the Judicial Committee of the Privy Council, and that the appellate jurisdiction now exercised by this House be transferred to such Imperial Supreme Court of Appeal." In moving that resolution he should go very fully into the reasons which had induced him to take the course he had indicated, but it would not be an abstract resolution, because he should have the Bill in his hand, and he should be prepared to explain its provisions. Lord Hatherley observed that the large arrear of appeals before their Lordships' House—to which he had on a previous occasion alluded—referred not to the year 1868-9, but to the year following. In the year 1868-9 the case occurred in which Miss Shedden spoke for twenty-four days, and which lasted twenty-five. The Wicklow peerage case also occupied ten days. The consequence was that the number of arrears in the year 1869-70 rose to sixty-three, and the Wicklow peerage occupied ten days more. As the average number of appeals was thirty-two or thirty-three, he should, in place of two sessions and a half of arrears, have said that there were two sessions and a quarter of work in arrear. Of those sixty-three appeals their lordships heard no fewer than forty-nine. The present session commenced with four old cases and eighteen new ones: and of those, one of the former class and nine or ten of the latter had already been disposed of.

Ecclesiastical Courts and Registries Bill.—This bill having been read a third time, The Bishop of London proposed a clause giving power to the parishioners to commence proceedings, which was negatived without a division.—Lord Romilly moved a clause directing diocesan records, registers, and documents of historical interest to be sent to the Record Office, but providing that the enactment should not apply to cases where the bishop certified, within six months after the passing of the Act, that they were in safe and proper custody, and had been duly sorted, classed, and indexed. After a very long conversation, the clause was agreed to, and the bill passed.

The *Life Assurance Companies Acts Amendment Bill* passed through Committee.

The *Reformatory and Industrial Schools Bill* was reported as amended.

The *Acts of Uniformity Amendment Bill* (*pro forma*) and the *Deans and Canons Resignation Bill* passed through Committee.

March 22.—Their Lordships met at five o'clock.

The *Rhondda Valley and Hirwain Junction Railway, Staines Town Hall and Market, Serle-street and Cook's-court Improvement, Berwick-upon-Tweed Harbour, Itchen Bridge, Dundee Gas, Dundee Water, Hull Hydraulic Power Company, Liverpool Hydraulic Power Company, Hereford Improvement, Darlington Borough Sewage Irrigation*, and *Hexham Manor Act* (1792) *Amendment Bills* were read a third time and passed.

The Archbishop of Canterbury substituted for the *Bishops' Resignation Act Continuance Bill* a *Bishops' Resignation Act Perpetuation Bill*, and it was read a first time.

At the request of Lord Chelmsford, the Lord Chancellor postponed his motion respecting a Supreme Court of Appeal till the 15th of April.

Irish Measures.—The *Limerick Markets Bill* was read a second time.—In answer to the Marquis of Clanricarde,—The Earl of Dufferin said the Government's programme of Irish measures this year included one respecting grand juries; one, consequent upon it, to deal with certain

county officers; one to create a Local Government Board; one to remove doubts as to certain purchases under the Land Act; one to improve the prisons; one with respect to loans for the improvement of labourers' cottages; and one on the subject of local legislation.—Lord O'Hagan moved the second reading of two bills the object of which was to give to Ireland an improved Bankruptcy Code, the main features of which were the abolition of the distinction between traders and non-traders, the assimilation of bankruptcy and insolvency, the abolition of imprisonment for debt, and the increased stringency of the law for the punishment of the fradulent debtor.—The bills were read a second time.—Lord Westbury asked the Lord Chancellor of Ireland if it was the intention of the Government to introduce a bill during the present session for extending to the courts of quarter session the equitable and other jurisdiction vested in the county court judges in England, so as to make the aforesaid courts in Ireland co-equal in point of jurisdiction and authority with the county courts in England. The noble lord also moved for a return as to the clerks of the peace in Ireland.—Lord O'Hagan agreed as to the importance of these civil bill courts, but was not of opinion that it would be advisable to assimilate them to the English county courts. He did, however, think that they should have an equitable jurisdiction, and he had prepared a bill with that view.

The Treaty of Washington.—The Earl of Derby put a question to the Secretary of State for Foreign Affairs as to the course which her Majesty's Government proposed to adopt with reference to the proceedings under the Treaty of Washington. He pressed for information on any special point on which her Majesty's Government might not feel justified in giving it. An English minister conducting the foreign affairs of this country is placed by the Constitution in a very peculiar position. Public opinion, if unfavourable, can no doubt displace him, but it cannot undo what has been done. The Treaty is binding, although the public may have had no knowledge of its provisions until it was concluded, and although both Parliament and the public may disapprove of them as soon as they are made known. In America, as we all know, there is a check upon the powers of the Executive, because the consent of the Senate is necessary to make a treaty valid. I am not going to discuss the question how it is desirable that we also should have that check—all I desire to say is that the rule is to be universally binding, there should be no expression of parliamentary opinion on pending negotiations, no word of encouragement or warning can be uttered with reference to foreign affairs —that is to say, with reference to matters which are really the most momentous of any that we have to deal with—until encouragement has become superfluous, or warning of no avail. It is a great mistake to suppose that parliamentary discussion will necessarily assume a hostile character. No minister can be so strong as not to be strengthened by an expression of approval on the part of the Legislature. What I have now to ask from my noble friend is an assurance —leaving it to him to answer my question in more or less general terms, that the Government will steadily maintain the ground which at the beginning of the session they were understood to take up—the ground, that is, of a refusal to admit the inclusion in the arbitration of those indirect claims in any form whatever. That is not a question of detail, but of principle, upon which, now that your lordships are about to separate for some time, Parliament and the country are entitled to have a clear understanding. As the time for putting in counter claims expires on the 15th of next month, I wish to ask my noble friend whether the Government intend to put in their counter claims while the present negociations are going on, or whether they intend to suspend their proceedings before the arbitrators till the matter is settled. I am quite aware that there is a power vested to extend the time, but that is conditional upon delay being required for the production of further evidence; and therefore it does not apply to the present point. I desire to know whether, if the counter case is put in, care has been or will be taken to guard against even the appearance of admitting that claims such as those set forth in the American case are covered by the Treaty.—Earl Granville.—The question of my noble friend divides itself into three parts. I can say for my colleagues and for myself, and I am sure I can add for the noble marquis beside me (Lord Ripon), that what we most earnestly desire is to discuss this question in the fullest and most complete manner. We purposely delayed the ratification of the Treaty last year, contrary to the usual practice, in order to give a noble earl not now present (Lord Russell) an opportunity of testing the opinions of your lordships; and this year on the first possible opportunity we put into her Majesty's mouth words of no little significance. Whilst I admit that under the circumstances of the present case it is natural for the noble earl to put this question, I think that under ordinary circumstances there would be something almost offensive in his appearing to think that we did not intend to act up to the policy indicated in the words we had put into her Majesty's mouth. This is hardly a moment to go into an elaborate defence of the Treaty of Washington, but what is clear is that that Treaty was accepted by the people of this country generally with great satisfaction, as it was also on the other side of the Atlantic. No real opposition was made to it in the House of Commons.

I can only repeat what has been so emphatically stated in another place, that we are anxious to maintain the Treaty. With regard to the noble earl's questions, I am not now in a position to answer them; but even if I were I should decline to do so, because if you once begin answering questions of this sort, it is impossible not to "drift" into explanations which it is unadvisable to give. I do not deny that great anxiety prevails amongst your lordships, amongst the people of this country, and, I may add, amongst the people of the United States; and therefore I am not surprised that the noble earl should have put this question. But I trust your lordships will not think I am exhibiting undue reticence if I do not give an answer otherwise than in those general terms which I cordially and cheerfully do.—The Earl of Malmesbury submitted that, now the people had become more intelligent and better informed, it would be impossible to maintain the old rules as to the non-discussion of matters under negotiation.—Lord Westbury urged that the very strength of our case lay in the fact that the whole behaviour of the American Commissioners had given us an assured confidence that the indirect claims would not be presented to the arbitrators. It was, in fact, their conduct which had lulled the vigilance of our Commissioners to sleep. He regretted, therefore, that Mr. Gladstone, abandoning that safe ground, should have adopted the inconsistent and untenable line of arguing upon the construction of the Treaty.—The Lord Chancellor saw no inconsistency in contending both that we never meant what the Americans said, and that the Treaty was not open to the alleged construction. The inconsistency would be in admitting that the Treaty did not contain what we said it was meant to contain.—Earl Grey agreed with Lord Westbury.—The Earl of Lauderdale could not accept the statement that the Treaty was generally approved of by their lordships.

The Life Assurance Companies' Act Amendment Bill and the *Consolidated Fund* (£5,411,099 3s. 3d.) *Bill* were read a third time and passed.

The Lord Chancellor brought in a Bill to amend the *Naturalisation Act* of 1862.

March 25.—The Royal assent was given by Commission to the *Consolidated Fund Bill* (£5,411,099 3s. 3d.), and to the *Poor Law Loans Bill.* The *Corn Exchange Bill* and the *St. Andrew's Burial Ground and Holy Trinity Church, Gray's Inn Road* (*Schools, &c.*) *Bill*, were read a third time and passed.

On the motion of Viscount Eversley their lordships rose at ten minutes past four till Tuesday, the 9th of April.

HOUSE OF COMMONS.

March 21.—*Public Records.*—In reply to a question from Mr. B. Hope, Mr. Baxter read a letter from the Master of the Rolls, stating that some ink having been accidentally spilt on several pages of some Treasury papers brought to the Record-office, one of the servants, to conceal the matter, tore off a portion from nine pages of the documents. He had been severely reprimanded and suspended, but owing to his penitence and good character it had not been thought necessary to dismiss him.

The Truck System.—In reply to Mr. Parker, Mr. Bruce said that it might be expedient to extend the Master and Servant (Wages) Bill to the Shetland Islands. He was waiting for a report on the subject.

Weights and Measures.—Mr. C. Fortescue stated, in reply to Mr. Grieve, that a measure on this subject was in preparation.

Royal Parks and Gardens Bill.—The consideration of

this bill in committee was resumed.—Mr. V. Harcourt proposed the addition of a clause providing that hired or public vehicles should not be a cause of exclusion from the parks.—The clause was negatived.—Mr. M'Laren moved a clause to the effect that the bill should not affect the right of holding meetings in Holyrood-park as freely as they had been held from time immemorial, subject to the rules the Commissioners might make.—Mr. Ayrton could not consent to the insertion of an exceptional clause for Scotland.—The Committee divided, and the numbers were:—For the clause, 57; against it, 85; majority, 28.—At twenty minutes past one the Chairman reported progress.

The *Justices' Clerks (Salaries) Bill* and the *Bank of Ireland Charter Amendment Bill* passed through Committee.

Parish Constables.—Mr. Hibbert obtained leave to introduce a bill to abolish the office of parish constables.

Landlord and Tenant (Ireland) Bill.—The Marquis of Hartington obtained leave to introduce a Bill to amend "the Landlord and Tenant (Ireland) Act, 1870," so far as the same relates to Advances by the Commissioners of Public Works in Ireland to tenants for the purchase by them of holdings sold in the Landed Estates Court.

Private Bill Legislation.—The adjourned debate on the motion of Mr. Dodson, "That, in the opinion of this House, the system of private legislation calls for the attention of her Majesty's Government, and requires reform," was resumed by Mr. Leeman, who said he did not rise to enter into any argument on the general principle or details of the resolutions to be proposed, but to protest against the House being called upon to discuss them until they had a fuller opportunity of considering them. In 1869 a joint committee of the Lords and Commons was appointed, and Sir Erskine May, who was examined before that committee, gave his view, but it was never suggested that there should be a tribunal external to Parliament; but they recommended that there should be a joint committee, consisting of three members of each House, and in the meantime the system of provisional orders which had before existed with regard to docks, harbours, and enclosures, was extended to gas and water companies. They were told that the external tribunal was to consist of lawyers. He was a member of one branch of the legal profession, but he must say that a worse tribunal could not be selected. Then there was to be no right of repeal.—Mr. C. Denison seconded the motion. The real question was, whether the House was willing to surrender its jurisdiction, and whether, in the opinion of competent witnesses, it would be for the good of the public that it should do so. He thought that the report of the committee of 1869 was conclusive on that point, and, in fact, the weight of the opinion of all previous committees was in an exactly opposite direction.—Mr. V. Harcourt, as an old practitioner before Parliamentary Committees, bore testimony to their great merits, and if this were a proposition simply to abolish them for the purpose of establishing another, he should vote against it. He would like to see a tribunal composed of two lawyers and three laymen of large administrative capacity. He approved of a joint committee as a committee of appeal, and should support the proposition of the chairman of committees.—Mr. Scourfield thought it desirable to provide an easier means of correcting mistakes.—Mr. C. Fortescue said his principal objection to the first resolution was that it would lay on the Government too great a burden in matters which did not primarily or exclusively belong to it, but rather to the House, although of course the Government was expected to render assistance. He would not oppose that resolution, but it must be understood that the Government did not commit itself to the terms. With respect to the second resolution, he entirely concurred in the opinion that the system of provisional orders, which it was proposed to extend, had been a decided success, and he thought it might be desirable that it should in some degree be extended. The third resolution involved a very serious question indeed, that of a change of tribunal. In his opinion it was more than doubtful whether the substitution of another tribunal for the existing one would be advantageous. The proposed experiment was one of a totally untried character; and though he did not say it was impossible to create such a tribunal, he did not see how their jurisdiction could be safely entrusted to this new tribunal, which would have the power of granting to parties concessions involving thousands, hundreds of thousands, and perhaps millions of money, and on the other hand of taking away legal rights. As to the question of appeal, the two courts would be so differently constituted that cases of appeal would be likely to arise very frequently, especially as in many cases the parties would be backed up with plenty of money, and the effect of constant reversals of the preliminary decision must be to lower the authority of the new tribunal, and deprive it of public confidence. With respect to the fourth resolution, he was entirely in favour of appointing a joint committee of the two Houses to deal with such questions, and it was evident that the other House was in favour of that system. He believed that a single tribunal so constituted would command the confidence of the public, and largely diminish expenses. He was strongly in favour of the last resolution; he was strongly of opinion that the system of provisional orders should be amended and extended; and with the qualifications which he had mentioned, and without committing himself or the Government farther, he was prepared to support the first resolution.—Colonel Wilson-Patten said he had no objection to the insertion of the words proposed by his right hon. friend the President of the Board of Trade; but he must say that he could not imagine any duty more suitable for a Government to undertake than that of legislating upon a subject of such enormous magnitude as the private business of that House. He entirely agreed with the hon. member for York, that whatever the defects of the present tribunal were, he had never heard an accusation of unfairness brought against the committees. It had always appeared to him that the great defect in their private bill legislation consisted in the enormous expense attending it, which had not only added to the cost of every improvement in the country, but had prevented many useful works being carried out. There could be no doubt that the existing tribunal was imperfect, and the question was, what alterations should be introduced into their present system. Every committee which had inquired into the subject had come to the conclusion, unanimously or by considerable majorities, that the present system of private bill legislation did require reform. Then came the question whether the House should support the resolutions of his hon. friend the Chairman of Ways and Means. He must say that he could not. He entirely agreed with the first resolution, that they should proceed, not by what one hon. member had termed a revolution, but by gradual means, and see whether they could not introduce such a system gradually as might enable them to diminish the enormous expense of legislation, and at the same time the labours of hon. members. He approved of extending the system of provisional orders, and thought that any appeal from a provisional order should go before a joint committee of both Houses of Parliament. If his right hon. friend would undertake on the part of the Government to consider this subject, and to bring forward a scheme of his own next session, the House would be relieved from any difficulty in which it might find itself with regard to the resolutions of his hon. friend.—Mr. Dent could not agree with the hon. member for York that they were a weak committee with a strong bar.—Mr. P. Wyndham expressed a hope that the House before any very long time had elapsed would really take a step in the direction indicated by the Chairman of Ways and Means.—Mr. Rathbone remarked that a serious objection to the present system was the effect which it had upon the public business of the country.—Mr. G. Hardy objected to the proposal. If committees of the House were objected to, and the grand tribunal was set up, would it not be absurd to appeal from the strong tribunal to the weak one.—Mr. Maguire was in favour of local tribunals.—Lord Bury said there were 400 millions invested in railways in this country. If the owners of that vast property were satisfied with the present tribunals, where was the necessity for change?—Sir E. Colebrooke suggested that the principle of referees which was introduced some years ago, should be extended, and pointed out that in private bill inquiries what was wanted was not merely legal knowledge, but good sound common practical sense.—Mr. Dodson explained that though he had proposed that three members of the external court should be lawyers, he had not expressed the opinion that the tribunal should consist of lawyers only, and it would be quite consistent with his scheme to increase the number of members for the purpose of introducing persons skilled in finance and other special matters. With regard to appeals, so far from desiring to exclude them, he had stated that he should be satisfied to allow appeal as a matter of right, relying upon the power of awarding costs to check unnecessary contests; and an additional safeguard might be provided by appointing a Standing Committee to report to the House whether there was a *prima facie* case for appeal? The President of the Board of Trade had expressed his willingness to consider the expediency of extending

the system of provisional orders, and perhaps the right hon. gentleman would at the same time consider the possibility of giving facilities for obtaining provisional orders without the necessity of coming to an office in London. Whether provisional orders were to be obtained by an extension of the present system or by a quasi judicial tribunal, the constitution of Joint Committees of both Houses ought not to be lost sight of. The House seemed willing to accept the first resolution, and he proposod to place the other three on the paper for some time after Easter, with no intention of bringing them on unless there should be a disposition for further discussion.—The motion for the adjournment was withdrawn, and the resolution was agreed to in the following form: "That, in the opinion of the House, the system of private legislation calls for the attention of Parliament and of her Majesty's Government, and requires reform."

Parliamentary Elections Bill.—The further proceeding in Committee on this Bill was fixed for Tuesday.

Law of Rating in Ireland.—Mr. W. O. Gore moved that Mr. Agar-Ellis be added to this Committee, and that it consist of 17 members.—The Marquis of Hartington did not object to the motion, but thought it inconvenient that a new member should be added after all the evidence had been taken.—The House divided, when the numbers were —For the motion, 7: against, 29; majority, 22.—Lord C. Hamilton said that after the present extraordinary proceedings he should decline to serve any longer on the Committee.

Defamation of Private Character.—Mr. Raikes obtained leave to bring in a Bill for the better protection of private character from defamation.

Municipal Franchise and Municipal Corporations (Ireland).—Mr. Butt obtained leave to bring in a Bill to assimilate the law regulating the Municipal Franchise in Ireland to those regulating it in England and Scotland; and also a Bill to extend to Municipal Corporations in Ireland certain privileges now exercised and enjoyed by Municipal Corporations in England and Scotland.

March 25.—*Private Bill Legislation.*—Mr. W. Fowler gave notice that when this subject comes before the House he will move, "That the range of local legislation affecting towns and other places ought to be contracted. That the existing system of passing local bills on the same subject, as public general Acts is inconvenient, works injustice between different towns, and leads to unnecessary complications in the law, relating to local government. That no such bills shall be introduced or passed, unless upon proof to the satisfaction of the Minister within whose department the subject-matter lies, or of such tribunal for local bills as may hereafter be constituted, that the circumstances are exceptional, and are not provided for under the public general statutes."

The Position of Ex-Lord Chancellors.—Mr. Eykyn gave notice that it was his intention to ask the Attorney-General on the 4th of April whether, having regard to the intended constitution of the Supreme Court of Appeal, as explained by the Lord Chancellor in another place, it was right for an ex-Lord Chancellor of England to accept the appointment of paid arbitrator under the Bill now before the House for the winding-up of the affairs of the European Assurance Company.

Mr. Lowe introduced the Budget; comparing the actual expenditure and income of the closing financial year, he was able to show that only in the case of the navy had there been any excess of expenditure over the amounts granted, and that that excess amounted to only £8,000, while the amount saved from the grants of the year was no less than £1,016,000, two principal items in which were £255,000 upon the army, £595,000 upon the civil service (the latter, however, being not a clear gain, but in part arising from a suspension of expenditure), and £200,000 upon the cost of the abolition of purchase in the army. The revenue for the year had exceeded the estimate by £2,220,000, the estimate having been £72,315,000, and the yield £74,535,000; and the figures cited by the right hon. gentleman showed that, of this increase, £200,000 came from the Customs, £880,000 from Excise, no less than £1,000,000 from Stamps, and £240,000 from the income-tax. The general comparison of the figures referring to the past year showed an actual surplus of £2,815,000. Having stated these general facts, he proceeded to defend his estimates of last year against the charge that he had taken too gloomy a view of affairs a nd to show that no less a financial authority than the late Sir Robert Peel had sometimes under-estimated the revenue. This question disposed of, he entered into that of balances; and stated that during the last three years we had, notwithstanding the purchase of the telegraphs and the fortification loan, reduced our debt by £12,700,000, and brought its actual amount from the traditional eight hundred millions odd to a sum of £792,740,000, with a prospect that, if existing arrangements are not interfered with, it will, in 1885, be diminished to £737,000,000. Next he took up the subject of the expenditure of the coming financial year, and this he estimated at £71,313,000, showing, in comparison with the grants of last year, a saving of £1,423,000, which, even allowing the odd £423,000 for supplemental estimates, would exhibit an economy of a million of money. The revenue for 1872-3, on the present scale of taxation, he estimated at £74,915,000 as against £74,535,000 realised last year; and this estimate, as he announced amid general cheering, left him a surplus of £3,602,000. The next subject with which he dealt was how to dispose of this surplus. He went on to the house-tax, and announced a modification of that duty as applicable to offices of small rent. Next he proposed to diminish the duty upon coffee and chicory by one-half. Approaching the question of the income-tax, he dwelt with emphasis upon the pressure which this duty caused upon the poorer classes of those who have to pay it. To relieve these he proposed to extend the partial exemption of income now enjoyed by persons having £200 a year, to those of £300, and to increase the amount to be exempted from £60 to £80. These matters disposed of, he announced that the Government intended to take off the income-tax the twopence they imposed last year. These changes taken together, he stated, would cause a loss to the revenue of £3,060,000; £50,000 on account of the change in the mode of levying the house-tax, £310,000 from the new system of abatement in the income-tax, and £2,700,000 from the reduction of that duty; and the figures would therefore stand that the estimated income for next year would be £71,625,000, and the estimated expenditure £71,313,000, leaving a surplus of £312,000.

Parliamentary and Municipal Elections Bill.—The House went again into Committeo on this bill.—Mr. Cawley proposed in the first clause an amendment enabling a candidate to retire within one hour of the nomination.—Mr. W. E. Forster opposed the amendment.—The amendment was negatived without a division.—Sir G. Jenkinson urged that a candidate should be able to withdraw any time before the day of polling. He proposed that the clause should be amended accordingly. The hon. baronet's proposition was negatived.—On the question that clause 1 be agreed to, Mr. Sclater-Booth said he would postpone his notice of motion for the omission of the clause till the bringing up of the report.—Mr. Bouverie said he had come down to support that motion. He had always been an advocate of the Ballot, but that was a totally different matter. It was now proposed to alter what had long been a recognised custom of the English nation, and to cause nominations to be carried on in the dark, like "a deed without a name,"—Mr. W. H. Smith moved that the Chairman report progress.—Mr. W. E. Forster hoped his hon. friend would not persevere.—Mr. W. Hunt believed that many hon. members had changed their minds on that subject since last year. There was one difficulty which had not been referred to. This was a bill for secret election, but under this clause any number of electors might sign the nomination paper.—Mr. Newdegate supported this view of the question.—Mr. Cowper-Temple supported the motion to report progress in order that the question might be fully discussed by the House.—Mr. Forster pointed out that if the clause were struck out upon the report, the Government would, of oourse, retain the present system of nominations.—Lord J. Manners hoped the House would not, without due deliberation, deprive the majority of the male population of the United Kingdom of the rights of which they had hitherto been in the enjoyment.—Mr. M'Laren remarked that he had not heard one individual in his circle in Scotland object to the clause.—The committee divided—For the amendment, 30; against it, 117—87.—The clause was then put and agreed to, and the committee reported progress.

The *Oyster and Mussel Fisheries Supplemental Bill* passed through Committee.

The report of the Committee of Supply was brought up and agreed to.

The *Bank of Ireland Charter Amendment Bill* was read a third time and passed.

Game Laws.—Mr. Bruce moved to nominate the Committee on the Game Laws.

Mr. Gordon obtained leave to bring in a bill to amend the laws relating to land rights and deeds in Scotland.

The Marine Mutiny and Municipal Corporation Boards Bills were severally brought in, and read a first time.

March 26.—*University Tests (Dublin) Bill.* — The adjourned debate upon the bill was resumed. The O'Donoghue, Mr. Pim, Mr. D'Arcy, Mr. O'Reilly Dease, Mr. Digby, Sir J. Gray, Colonel W. Patten, Dr. Playfair, Sir R. Bleuherhasset, and Mr. Maguire, took part in the debate. Mr. Fawcett replied. The house divided. For the second reading, 94; against it, 21—73. The bill was then read a second time.

OBITUARY.

MR. T. HEATH.

Mr. Thomas Heath, solicitor, of Warwick, died at his residence, Neyton Grange, on the 21st of March, at the age of 70 years. The late Mr. Heath was a native of Stourport, in Worcestershire; he was admitted to practise as an attorney in 1823, and in the same year commenced practice in the town of Warwick. In 1836 he was appointed Clerk of the Peace for that borough, which office he held up till his death. For nearly 35 years, with but one or two intermissions, he has been under-sheriff for Warwickshire; but in 1871, on the appointment of Mr. Arkwright as High Sheriff, his son, Mr. Richard Child Heath, succeeded his father as under-sheriff, and was again appointed for the current year by Mr. Thomas Lloyd, the present High Sheriff. For upwards of twenty years, Mr. Thomas Heath had held the office of treasurer of County Courts for No. 21 Circuit, including the whole of Warwickshire, and for portions of Circuits Nos. 19, 20, 22, and 36, embracing parts of the neighbouring midland counties. These various treasurerships Mr. Heath resigned last year in consequence of failing health. He also acted as agent to the late Lord Charles Bertie Percy and to his widow, and also for the estates of the late and present Lord Dormer. Mr. Heath had also been treasurer and receiver of the estates of King Henry VIII., Sir Thomas White's, the Hon. Sarah Greville's, and several other charities. In politics he was a Liberal, and acted as Liberal agent for the borough, taking an active part in all contested elections.

SOCIETIES AND INSTITUTIONS.

METROPOLITAN AND PROVINCIAL LAW ASSOCIATION.

The following petition by the Metropolitan and Provincial Law Association against the Court of Chancery Funds Bill has been presented to the House of Commons by Mr. Leeman:—

To the Honourable the Commons of the United Kingdom of Great Britain and Ireland in Parliament assembled.

The humble petition of the Metropolitan and Provincial Law Association,

Sheweth,—

That by the Court of Chancery (Funds) Bill now before your honourable House, it is proposed very materially to alter the law respecting the custody and investment of money paid into the High Court of Chancery and the security and management of the money and effects of the suitors thereof.

That the main object of such bill is to transfer to her Majesty's Paymaster-General for the time being all the control, powers, and authorities now vested in, or capable of being exercised by, the Accountant-General of the High Court of Chancery, so that the Government of the day may obtain possession and absolute control of the rapidly-increasing stocks, funds, and securities (already amounting in value to nearly sixty millions sterling), as well as of the large sums of cash held by such Accountant-General in trust for the suitors, and subject to the rules and orders of the Court.

That your petitioners deem such removal of the property of the suitors from the control of the Court which is charged with the administration of them to that of the Government, to be highly objectionable.

That your petitioners desire to be allowed to state here some of the many grounds on which the proposed transfer appears to them to be objectionable, viz.:—

First,—That as the Government would be independent of the Court of Chancery the judges of that court would be without the power of compelling obedience to their orders for the transfer or payment to the suitors of stocks and monies which they might award to them.

Second,—That the technical and minute details of accounts which are necessary in the peculiar nature of Chancery proceedings could not be expected to be duly attended to and satisfactorily carried out where the officials are not under the control and supervision of the Court, which is charged with the duty of, and interested in, adapting and working out the accounts according to the natures and specialities of the cases on which it is adjudicating.

Third,—Because it would increase to an unsafe degree the already great centralisation of power in the hands of the Government of the day by giving to that fluctuating and uncertain body the command of such vast funds, and at times also, of course, when Parliament would not be sitting.

Fourth,—Because such funds having accrued mainly from the non-claims or over-taxation of former suitors ought to be regarded (subject only to securing the repayment of any sums to be claimed by the rightful owners) as applicable to the reduction of the present heavy taxes on Chancery proceedings (which are much in excess of the taxes attending proceedings at common law) and the facilitation of the general administration of justice.

That the establishment of a deposit account, where their money may be placed at £2 per cent. interest (the only benefit the bill proposes to confer upon chancery suitors) might be readily afforded to them in some other manner, and in no way renders necessary the proposed transfer of the chancery funds to the Government.

That your petitioners are also of opinion that far too arbitrary a power of making rules and orders is proposed to be conferred on the Lord Chancellor, with the concurrence of the Lords Commissioners of the Treasury only, and that such power should not be exerciseable without the concurrence of a majority at least of the permanent chancery judges for the time being.

Your petitioners, therefore, humbly pray your honourable House not to pass the bill intituled "A Bill to abolish the Office of Accountant-General of the High Court of Chancery, and to amend the law respecting the Investment of Money paid into that court, and the Security and Management of the Moneys and Effects of the Suitors thereof."

And your petitioners will ever pray, &c.

(Signed) LEWIS FRY, Chairman.
PHILIP RICKMAN, Secretary.

YORKSHIRE LAW SOCIETY.

At a general meeting of the society, held at the Royal Station Hotel, York, on Tuesday, the 19th day of March, 1872, John Holtby, Esq., President, in the chair, the following report was read:—

REPORT OF THE COMMITTEE.

Since the last meeting a deputation from this society, consisting of the president, the vice-president, and the honorary secretary, accompanied by other members of the society, attended the annual provincial meeting of the Metropolitan and Provincial Law Association, at Newcastle-upon-Tyne, in the month of October last, on which occasion many subjects of interest to the profession were discussed. Amongst these the question of

1. PROFESSIONAL REMUNERATION

Received a large share of attention, and though many opinions were expressed upon the scales of charges which had been previously submitted to the profession for consideration, the matter still remains open for discussion, no plan having yet been presented which can be said to be satisfactory, the scale for large transactions being too high, and that suggested for smaller matters not being sufficient to meet the ordinary exigencies of such cases. Your committee are of opinion that no fixed scale of percentage will equitably meet the variable circumstances of every day conveyancing practice.

2. LEGAL EDUCATION.

The subject of legal education and the establishment of a school of law has been much discussed, and whilst your com-

mittee is of opinion that it is highly expedient, with a view to improve the status of the profession, that the best possible education should be given to those who desire to enter its ranks, they nevertheless think that it is not wise to adopt any course which shall break down the division which now exists between the bar and your profession, and they have not therefore been enabled actively to promote any of the schemes hitherto propounded for improving the character of the legal education of its members.

The measures which have been introduced into Parliament during the present session are not of such importance as to call for any lengthened comment, or (with few exceptions) to require vigorous action on the part of your members. Some, however, need to be noticed.

3. Public Prosecutors.

A bill on this subject has been again introduced into the House of Commons. It presents the same objectionable features as existed in former bills on the same subject. Nothing has occurred since the matter was before discussed to induce your committee to look more favourably on the scheme, and believing that its adoption would be attended with a very large and unnecessary outlay—extensive useless Government patronage—unjustifiable interference with the existing rights and privileges of the profession—and the utter destruction of a provincial sessional bar, your committee cannot do otherwise than recommend you, as heretofore, to petition against the bill.

2. Ecclesiastical Courts and Registries Bill.

The Ecclesiastical Courts Bill seeks to regulate by one Act the system of Judicature of the English Ecclesiastical Courts, but your committee are of opinion that the bill, if it became law, would not be the means of effecting any considerable reform in the practice and procedure of these courts. The bill does not materially interfere with the existing diocesan and provincial courts, and the appeal from the latter to the Queen in Council, and it is difficult to conceive, after a perusal of the bill, that any greater advantage could accrue either to the public or to the suitors which might not be effected by properly carrying out the provisions of the Church Discipline Act. The latter Act empowers the ecclesiastical judges to regulate the process and proceedings of their courts by new rules of practice. If this were done, and rules similar to those which control the proceedings of the courts of common law duly enforced, a reform almost equal to any contemplated by the bill would be effected. The committee draw the attention of the members more particularly to Part 20 of the bill, under the head "practitioners," as more immediately affecting the interests of the profession; the 122nd and 123rd sections secure to solicitors the right of advocacy in the diocesan courts, and the right to practise as proctors in the diocesan and provincial courts.

The bill, when it passed the second reading in the House of Lords, contained two most objectionable clauses—the 80th and 81st sections. By these sections it was provided that—on and after the 1st January, 1873, all the registers of each diocese in England and Wales which are older than twenty years should be transferred into the custody of the Master of the Rolls, and placed in the Public Record Office in London for public use, under the regulations in force there, pursuant to the Public Record Act, 1 & 2 Vict. c. 94, and that from and after the same day all the parochial registers and other documents relating to the registration of births, deaths, and marriages which are upwards of twenty years old, and deposited in the several parishes of England and Wales, should likewise be transferred into the custody of the Master of the Rolls and placed in the public Record Office in London.

In the opinion of your committee no ground whatever exists for the transfer of such registers to London, and great public inconvenience would be occasioned thereby; the expense of searches for and obtaining copies of the entries in such registers, and of proving the same to be true copies, would be materially increased without any corresponding advantage to the public.

These clauses were afterwards strongly opposed, and thereupon withdrawn; but, inasmuch as Lord Romilly has intimated his intention of again raising the question on the third reading of the bill, your committee recommend that a petition against these clauses should be presented in the event of their being again introduced into the bill.

Real Estates (Titles) Bill.

A bill intituled "A Bill to amend and extend the Act to facilitate the proof of title to, and conveyance of, Real Estates," has been introduced into the House of Commons. Its object is to enable persons entitled to apply for registration of the title to land of freehold tenure to apply for a declaration of the title to such land in the manner prescribed by the Act of 25 & 26 Vict. c. 53, and it is provided that whenever any such declaration has been made, every subsequent purchaser for valuable consideration of the land mentioned in such declaration, or of any part thereof, or of any interest in such land, or of any part thereof, from, through, or under any person whose title has been thereby declared or established, shall be deemed to hold the same for an estate in fee simple, or for such less estate as may be conveyed to such purchaser under the title declared or established by such declaration, but with the reservations and subject to the qualifications and incumbrances, if any, appearing in the declaration, and to the estates and incumbrances, if any, created or arisen under the same title since the date of the declaration, and subject also to such charges and liabilities, if any, as are by the principal Act declared not to be incumbrances, but free from all other estates, incumbrances, claims, and interests whatsoever, including all estates, interests, and claims of her Majesty, her heirs and successors.

It will be perceived that this bill is *permissive* only, and as the process of obtaining a declaration of title will be nearly as expensive as that under the original Act of which it is intended to be a supplement, it may be confidently assumed that, if passed, it will be, like its predecessor, wholly abortive and utterly useless. Your committee recommend a petition against the bill.

5. Charitable Trustees Incorporation Bill.

A bill to facilitate "the incorporation of trustees of charities for religious, educational, literary, scientific, and public charitable purposes and the enrolment of certain charitable trust deeds," has been introduced into the House of Commons.

By this bill it is proposed to be enacted that it shall be lawful for the trustees or trustee for the time being of any charity for religious, educational, literary, scientific or public charitable purposes, or any three or more persons interested therein, to apply to the Charity Commissioners for a certificate of registration of the trustees of any such charity as a corporate body, and upon such commissioners being satisfied that there is no just reason why such certificate should not be granted, such commissioners shall grant the same, and the trustee of such charity shall thereupon become a body corporate by the name described in the certificate; and shall have perpetual succession and a common seal and power to sue and be sued in their corporate name, and to hold and acquire, convey, assign and demise any present or future property real or personal belonging to or held for the benefit of such charity, in such and the like manner, and subject to such restrictions and provisions as such trustees might, without such incorporation, hold or acquire, convey, assign or demise the same for the purposes of such charity. Provision is also proposed to be made for the enrolment in chancery of deeds which have been accidentally omitted to be enrolled in due time.

Your committee are of opinion that the passing of this bill would be very advantageous, and therefore recommend a petition in its favour.

6. Evidence Law Amendment.

This bill, introduced into the House of Commons, is intended to simplify the law of evidence. It contains many provisions which would materially affect the administration of the law.

By it, accused persons would be competent but not compellable to give evidence. Husbands and wives in every proceeding, both civil and criminal, to be competent and compellable to give evidence for or against each other provided that any communication made by husband or wife to the other during their marriage shall be deemed a privileged communication. A barrister, solicitor, attorney, or clergyman of any religious persuasion, shall not be bound to disclose any communication made to him confidentially in his professional character. A witness is not to be excused from answering on the ground of criminating himself, but no answer so given shall be used against him in any criminal proceedings, or in any proceeding for a penalty or forfeiture.

The improper admission or rejection of evidence shall not be ground of itself for a new trial or for the refusal of any decision in any case, if it shall appear to the Court before whom such

objection is raised that independently of the evidence objected to and admitted there was sufficient evidence to justify the decision or that if the rejected evidence had been received it ought not to have varied the decision. A witness shall not be bound to produce any document in his possession not relevant or material to the case of the party requiring its production, nor any confidential writing or correspondence which may have passed between him and any legal professional adviser. An impression of a document made by a copying machine shall be taken *prima facie* to be a correct copy.

Many other bills, such as the Court of Chancery (Funds) Bill, Municipal Corporations (Borough Funds) Bill, Municipal Corporation Acts Amendment Bill, and the Municipal Officers Superannuation Bill, have received, and will continue to receive, the anxious attention of your committee.

It was then unanimously resolved:—

That the report of the committee now read be received and adopted.

LAW STUDENTS' DEBATING SOCIETY.

At the Law Institution on Tuesday last (President, Mr. Woolf), the question discussed was No. 494 legal:—"A bequeathed personal estate upon trust to divide equally amongst such of the children of B. as should attain 21, with powers of maintenance and advancement. B. survived A. Is the class to be ascertained on the first child of B. attaining the prescribed age?" Mr. Norton (for Mr. Hunter) opened the debate on the affirmative, and Mr. Pridham followed on the negative. The Society ultimately decided, by a slight majority, that the maintenance and advancement clauses did not take the case out of the general rule established by *Andrews* v. *Partington* (3 Bro. C.C. 401).

ARTICLED CLERKS' SOCIETY.

A meeting of this Society was held at Clement's Inn Hall on Wednesday, March 27th instant, Mr. Ed. W. Bone in the chair. Mr. Davies opened the subject for the evening's debate—viz., "That the American claims for indirect damages under the Washington Treaty 1871 do not come within the scope of the Arbitration." The motion was carried by a majority of 2.

LAW STUDENTS' JOURNAL.

TRINITY EDUCATIONAL TERM, 1872.

RULES FOR THE EXAMINATION OF CANDIDATES FOR A STUDENTSHIP, an Exhibition, or Honours, or Certificates entitling Students to be called to the Bar.

An examination will be held in next Trinity Term, to which a student of any of the Inns of Court, who is desirous of becoming a candidate for a studentship, an exhibition, or honours, or of obtaining a certificate of fitness for being called to the Bar, will be admissible.

Each student proposing to submit himself for examination will be required to enter his name at the Treasurer's office of the Inn of Court to which he belongs, on or before Wednesday, the 8th day of May next; and he will further be required to state in writing whether his object in offering himself for examination is to compete for a studentship, exhibition, or other honourable distinction; or whether he is merely desirous of obtaining a certificate preliminary to a call to the Bar.

The examination will commence on Saturday, the 18th day of May next, and will be continued on the Monday and Tuesday following.

It will take place in the Hall of Lincoln's Inn, and the doors will be closed ten minutes after the time appointed for the commencement of the examination.

The examination by printed questions will be conducted in the following order:—

Saturday morning, the 18th of May, at 10, on Constitutional Law and Legal History; in the afternoon, at 2, on Equity.

Monday morning, the 20th May, at 10, on Common Law; in the afternoon, at 2, on the Law of Real Property, &c.

Tuesday morning, the 21st of May, at 10, on Jurisprudence, Civil and International Law; in the afternoon, at 2, a paper will be given to the students, including questions bearing upon all the foregoing subjects of examination.

The oral examination will be conducted in the same order, during the same hours, and on the same subjects, as those already marked out for the examination by printed questions, except that on the afternoon of Tuesday there will be no oral examination.

The oral examination of each student will be conducted apart from the other students; and the character of that examination will vary according as the student is a candidate for honours, the studentship, the exhibition, or desires simply to obtain a certificate of having satisfactorily passed the general examination.

The oral examination and printed questions will be founded on the books below mentioned; regard being had, however, to the particular object with a view to which the student presents himself for examination.

In determining the question whether a student has passed the examination in such a manner as to entitle him to be called to the Bar, the Examiners will principally have regard to the general knowledge of Law and Jurisprudence which he has displayed.

A student may present himself at any number of examinations until he shall have obtained a certificate.

Any student who shall obtain a certificate may present himself a second time for examination as a candidate for the studentship or exhibition, but only at the general examination immediately succeeding that at which he shall have obtained such certificate; provided, that if any student so presenting himself shall not succeed in obtaining the studentship or exhibition, his name shall not appear in the list.

Students who have kept more than eleven Terms shall not be admitted to an examination for the studentship.

The reader on Constitutional Law and Legal History proposes to examine in the following books and subjects:—

1. Hallam's "History of the Middle Ages," chapter 8.
2. Hallam's "Constitutional History."
3. Broom's "Constitutional Law."
4. The concluding chapter of Blackstone's "Commentaries" on "The Progress of the Law."

Candidates for the studentship, exhibition, or honours, will be examined in all the above books and subjects.

Candidates for a pass certificate will be examined in 1 and 3 only, or 2 and 3 only, at their option.

The reader on Equity proposes to examine in the following books:—

1. Haynes' "Outlines of Equity," Smith's "Manual of Equity Jurisprudence," Snell's "Principles of Equity," or Goldsmith's "Doctrine and Practice of Equity," Hunter's "Elementary View of the Proceedings in a Suit in Equity," Part I. (last edition).

2. The cases and notes contained in the first volumes of White and Tudor's "Leading Cases." The "Act to explain the Operation of an Act passed in the 17 & 18 Vict. c. 113, intituled, 'An Act to amend the law relating to the administration of deceased persons.'" 30 & 31 Vict. c. 69. The "Act to remove doubts as to the power of trustees, executors, and administrators, to invest trust funds in certain securities, and to declare and amend the law relating to sales of reversions," 31 & 32 Vict. c. 4. The "Act to abolish the distinction as to priority of payment which now exists between the specialty and simple contract debts of deceased persons," 32 & 33 Vict. c. 46; and the "Married Women's Property Act, 1870," 33 & 34 Vict. c. 93.

Candidates for certificates of having passed a satisfactory examination will be expected to be well acquainted with the books mentioned in the first of the above classes.

Candidates for the studentship, exhibition, or honours will be examined in all the books mentioned in the two classes.

The Reader on the Law of Real Property, &c., proposes to examine in the following books and subjects:—

1. Joshua Williams on the "Law of Real Property." (Ninth edition.)

2. "Lapse:" 1 Jarman on "Wills," pp. 314—329. (Third edition.)

3. "Joint Tenancy and Tenancy in Common," *Morley* v. *Bird*, 3 Ves. 629, and the notes to that case in Tudor's "Leading Cases in Real Property and Conveyancing," pp. 778—802. (Second Edition.)

4. "Vested or Contingent Devises and Bequests:" Hawkins' Treatise on "The Construction of Wills," pp. 221—242.

5. "Searches for Incumbrances:" Dart's "Vendors and Purchasers," Vol. I., chap. xi., pp. 413—459. (Fourth edition.)

Candidates for the studentship, exhibition, or honours will

be examined in all the above-mentioned books and subjects; candidates for a pass certificate in those under heads 1, 2, and 3.

The Reader on Jurisprudence, Civil and International Law, proposes to examine in the following books and subjects:—

1. Justinian, "Institutes." Book III., from tit. 13 to end of Book III.
2. Lord Mackenzie, "Studies on Roman Law." Part III. "On the Law of Obligation."
3. Maine, "Ancient Law." Chap. IX.
4. "Code Civil." Arts. 1582—1831.
5. Wheaton, "Elements of International Law," (Edit. Dana or Laurence). Part II., c. ii. "Rights of Civil and Criminal Legislation."

Candidates for the studentship, exhibition, or honours will be examined in all the above subjects; but candidates for a pass certificate in 1, 3, and 5 only.

The Reader on Common Law proposes to examine in the following books and subjects:—

Candidates for a pass certificate will be examined in—

1. "The Ordinary Steps and Course of Pleading in an Action."
2. Smith's "Lectures on Contracts." (Last Edition.) Lectures II. to V. inclusive.
3. The undermentioned cases concerning "Torts." Smith's "Leading Cases," with the notes thereto. *Armory* v. *Delamirie*, *Ashby* v. *White*, *Chandelor* v. *Lopus*, *Scott* v. *Shepherd*, *Pasley* v. *Freeman*.
4. "The Law as to simple Larceny, and the Proceedings at a Trial for that offence." (Archbold's Criminal Pleading" by Bruce.)

Candidates for the studentship, exhibition, or honours will be examined in the above subjects, and also in—

5. The undermentioned cases concerning "Contracts," from Lord Coke's Reports. Blake's Case, Part VI, folio 43 (in connection with which see Peytoe's Case, Part IX., folio 77); Higgen's Case, Part VI., folio 44; Vynior's Case, Part VIII., folio 81 (as to which see Russell on Arbitration, Fourth Edition, pp. 141—143); Pigot's Case, Part XI., folio 26 (with which read *Aldous* v. *Cornwell*, L. R. 3 Q. B. 573), 16 W. R. 1045.
6. The "Criminal Law Consolidation and Amendment Acts," (Edit. by Greaves), so far as they relate to
   (1) Felonious Homicide (24 & 25 Vict. c. 100, ss. 4, 6, 7, 9, and 10).
   (2) Larceny, Embezzlement, and False Pretences 24 & 25 Vict. c. 96, ss. 1—3, 6, 67, 68, 72, 88, and 89). with the Notes to the above sections.
7. "Forensic Practice and Examination of Witnesses." (Best on "Evidence," 5th ed. Bk. IV.).

By Order of the Council,

Council Chamber, Lincoln's Inn, WESTBURY, *Chairman.*
March, 1872.

TRINITY EDUCATIONAL TERM, 1872.

PROSPECTUS OF THE LECTURES to be delivered during the ensuing Educational Term, by the several Readers appointed by the Inns of Court.

CONSTITUTIONAL LAW AND LEGAL HISTORY.

The Reader on Constitutional Law and Legal History proposes to deliver, during the ensuing Educational Term, six public lectures on—

The Constitutional Relations of the Sovereign and Parliament since the Revolution of 1688.

With his private class the Reader will take:—

1. Hallam's "Constitutional History," from 1688 to the end of the work.
2. Broom's "Constitutional Law," from the conclusion of the "Seven Bishops' case," to the end of the volume.

EQUITY.

The Reader on Equity proposes to deliver, during the ensuing Educational Term, two courses of public lectures (there being six lectures in each course) on the following subjects:—

An Elementary Course.

1. On relief in equity against forfeitures.
2. On the doctrine of equity concerning mortgages.
3. On charitable trusts.

An Advanced Course.

1. On implied trusts.
2. On the equitable doctrine of conversion.
3. On resulting trusts.

In the Elementary Private Class the subjects discussed will be—The Rights and Liabilities of Married Women.

In the Advanced Private Class the Lectures will comprehend—The Administration of Assets, Personal and Real.

THE LAW OF REAL PROPERTY, &c.

The Reader on the Law of Real Property, &c., proposes to deliver, in the ensuing Educational Term, twelve public lectures (there being six lectures in each course) on the following subjects:—

Elementary Course.

1. On the usual form of mortgages of freeholds and leaseholds; the nature and incidents of the mortgagor's estate; the remedies of the mortgagee; and the provisions of Lord Cranworth's Act as to Mortgages.
2. On the doctrine of priority as between several incumbrancers.
3. On conditions of sale, and the judicial construction of the clauses usually introduced therein in the sale by public auction of a freehold estate in lots.

Advanced Course.

1. On waste.
2. On the right to fixtures, as between landlord and tenant, tennat for life and remainderman, heir and executor, and mortgagor and mortgagee.

In the elementary private classes, the Reader will continue his Course of Real Property Law, using the work of Mr. Joshua Williams as a text-book; and in his advanced Private Classes he will discuss the Principal Real Property Statutes of the present reign.

JURISPRUDENCE, CIVIL AND INTERNATIONAL LAW.

The Reader on Jurisprudence, Civil and International Law, proposes to deliver, during the ensuing Educational term, six public lectures on—

1.—The Roman Law relating to Obligations arising from Contract, contrasted with the English and French Law on the same head (in continuation).

(1.) The contract of letting to hire (*locatio conductio*).
   (*a*) The right of the tenant to compensation in respect of improvements, according to the Roman, French, and English Law respectively, and particularly according to "The Landlord and Tenant (Ireland) Act, 1870."

(2.) The contract of partnership (*societas*).
   (*a*) The principles of the Law of England and France relating to joint-stock companies.

2. The international law relating to capture by sea and by land.

In his private class, the Reader will discuss "Tutela" and "Curatela," and the corresponding portions of English and French Law. He will use as text-books Sandars' edition of the "Institutes," "Demangeat," "Cours élémentaire de Droit Romain," and the "Commentary of Demolombe upon the Code Napoléon."

The Reader will also discuss, in the private classes, points of international law relating to the "Rights of Neutrals," using Wheaton's "Elements of International Law" as the text-book, and referring to the works of the principal modern jurists, the decisions of the Admiralty and Prize Courts of England and America, the debates in Parliament, and State papers relating to the cases under discussion.

The Reader will also especially discuss—

(1.) The modifications made in the Treaties of Vienna since 1815.

(2.) The Alabama claims—The English and American cases considered.

COMMON LAW.

The Reader on Common Law proposes to deliver, during the ensuing Educational Term, two courses (of six public lectures each) on the following subjects:—

Elementary Course.

1. The analysis of an indictable offence.
2. The ingredients in various specific offences of ordinary occurrence.
3. Criminal procedure, as well before commitment as in the Crown Court.
4. Evidence in criminal cases.

Advanced Course.

1. The doctrine of our law as to criminal intent, and the mode of proving such intent.
2. Indictable offences involving fraud, malice, or negligence.
3. The procedure and proofs at a criminal trial.
4. Criminal courts of appellate jurisdiction.

In the private classes, the Reader will consider in detail the above subjects, and illustrate them by cases, and by reference to the following books :—

Elementary Class.—"Commentaries on the Laws of England," by Broom and Hadley, Vol. IV.; Archbold's "Criminal Pleading" (last edition).

Advanced Class.—"Russell on Crimes" (by Greaves); Greaves's Edition of the "Criminal Law Consolidation and Amendment Acts."

LAWS IN FORCE IN BRITISH INDIA.

The Reader on Hindu and Mahommedan law, and the laws in force in British India, proposes to deliver, in the ensuing Educational Term, a course of six public lectures on the following subjects, viz. :—

LAWS IN FORCE IN BRITISH INDIA.

1. Introductory Lecture.
2. The Civil Procedure Code.
3. The Succession Act.
4. Penal Code.
5. Penal Code (continued).
6. Criminal Procedure Code.

In the private class, the Reader will discuss minutely and in detail the subjects embraced in his public lectures illustrating them by decided cases.

EXAMINATION ON THE SUBJECTS OF LECTURES AND CLASSES.

The examinations for exhibitions on the subjects of lectures and classes delivered in the three Educational Terms 1871-72, will commence on Monday, the 1st of July, at Lincoln's Inn Hall.

Students who propose offering themselves for examination must enter their names on or before Saturday, the 1st of June next, at the Steward's Office, Lincoln's Inn; and a reader's certificate of having duly attended the lectures and classes on the subjects in which a student offers himself for examination must be send to the Council of Legal Education, at Lincoln's Inn, on or before Thursday, the 20th of June.

Students having duly attended the lectures and classes of one or more of the Readers from the Michaelmas Term preceding the July examination, are qualified to enter for examination on such subjects, but they are not allowed to enter for the elementary and advanced examination on the same subject; provided always that the terms they have kept do not exceed the limits prescribed by clause 40 of the Consolidated Regulations of the Inns of Court.

Students who have passed an examination under the 45th clause are not eligible to enter for the July examination under the 39th clause of the Consolidated Regulations.

Students who have obtained exhibitions under clause 39 are not eligible to enter again at a subsequent examination on the same subjects.

The examinations for the exhibitions will be partly oral, and partly in writing by means of printed papers of questions.

The following days and hours have been set apart for the said Examination :—

Monday Morning, July 1, 10 to 1.—Constitutional Law and Legal History.
Monday Afternoon, July 1, 2 to 5.—Jurisprudence, Civil and International Law.
Tuesday Morning, July 2, 10 to 1.—On Equity.
Tuesday Afternoon, July 2, 2 to 5.—On the Common Law.
Wednesday Morning, July 3, 10 to 1.—The Law of Real Property.
Wednesday Afternoon, July 3, 2 to 5.—A Paper composed of Three Questions on each of the foregoing Subjects of Examination.

By Order of the Council,
WESTBURY,
Chairman.

Council Chamber, Lincoln's Inn.

THE LAW OFFICERS OF THE CROWN.

By a Treasury minute dated the 14th of December, 1871, the Chancellor of the Exchequer informed the board that her Majesty's Government had agreed to the following resolutions respecting the terms upon which the law officers of the Crown (except Sir John Duke Coleridge, in whose case no change is to be made) shall in future be remunerated for their services, that is to say :—

1. Except as aforesaid, the Attorney-General shall receive £7,000 a-year for non-contentious business, and the Solicitor-General £6,000 a-year.
2. All fees payable for non-contentious business shall be paid into the Exchequer.
3. The law officers shall receive fees for contentious business, and for opinions connected with it, according to the ordinary professional scale.
4. All complimentary briefs and payments for services not intended to be given shall be abolished.
5. The salaries above mentioned shall be voted by the House of Commons.

The Chancellor of the Exchequer further informs the board that, in order to give effect to these resolutions on the appointment of Mr. Jessel to be her Majesty's Solicitor-General, he communicated to that gentleman, and Mr. Jessel accepted the following more detailed and explicit terms, that is to say :—

1. That the letters patent appointing him should run in the same terms as those of his predecessor in office.
2. That for the performance of all his official duties which are non-contentious, as distinguished from those requiring or connected with his attendance as a barrister in court, he should receive a salary of £6,000 per annum, to be annually voted by Parliament, in lieu of the fees hitherto payable to the Solicitor-General for such duties.
3. That so far as such fees had been hitherto paid out of public moneys and charged to the accounts of the several establishments of her Majesty's service, such payments should be discontinued; and so far as Mr. Jessel might receive such fees through other channels, he should account for them to the Lords Commissioners of the Treasury, and pay them over as the said lords might direct.
4. That as regards the contentious duties of his office, and as regards his official attendance in the House of Lords, no briefs should be delivered or fees paid to Mr. Jessel unless he is expected to perform actual personal service, and that for such service personally performed his fees should be paid according to the ordinary professional scale.

CODIFICATON.

The Legislature of the State of Pennsylvania provided in 1867 for the appointment of a commission to "revise, collate and digest" all the civil public acts and statutes of that State. A commission was appointed accordingly, which in due time produced a code. A committee recently appointed to report on this code, states that having made inquiries among the Bench and the Bar the response was unanimous against the adoption of the code; the committee accordingly recommend that the code be not adopted: they say (we quote from their report, as given in the *Philadelphia Legal Intelligencer*):—The general features of the old law remain but in detail it is a new work—new in form and expression, and therefore to be studied anew, and interpreted afresh. . . . It would be unwise to adopt a code which makes so radical and thorough a change in the forms and expressions of those statutes of the State which regulate the general affairs and most vital interests of the prople. The consequences of such a change cannot be otherwise than far-reaching and wide-spread. It is greatly to be feared they would be injurious if not calamitous to many litigants. The laws that would be superseded are the growth of nearly two centuries. The system has been built up slowly, step by step, as the wants of the people and the defects of the system pointed out the necessity of new legislation and amendment. Each act thus received its interpretation in practice or by judicial construction, until the general whole has received a certain well understood meaning to guide the people in common every-day affairs of life. They live in this legal atmosphere, as in the air they breathe, and like that pure and health-giving element, let some of its constituent parts be incautiously changed, and who can predict the consequences? Adopt the civil code, and all these conditions will be suddenly changed.

The judicial construction of statute law for nearly two centuries will go for nothing, confusion and uncertainty will prevail in all business circles, for that work is not a mere revision which collects and collates various laws on a given subject, places them in order, harmonises their arrangement, expunges the repealed, redundant and discordant portions, yet preserves the body and language of the law; on the contrary, it is a new work, radically different in language, expression and formation from the old; similar, it is true, having the general appearance of the system it would supersede. But similarity is not identity, and this very similarity, expressed in a new phraseology, might prove the source of litigation and injury. Litigants and their council, seeing the close resemblance of the new to the old law, would be apt to accept the judicial construction of the old as a safe guide in proceeding under the new, and yet every one at all conversant with the reports of adjudicated cases is familiar with very great changes wrought in the judicial construction of the law, by a very slight change of phraseology, in a new statute substituted for an old one.

To appreciate the danger of substituting an entire new system of laws, couched in new terms, for an old one, nearly every sentence of which has received an authoritative interpretation, it is only necessary to look at the foot-notes on every page of Purdon's Digest. They are in fine print, and fill an eighth to a third of each page. Nearly every one of these foot-notes represents a litigation, carried up to the highest court, and every litigation represents an untold amount of study, labour and anxiety to both parties to it, and of loss to one of them.

So long as the statutes remain in their present form and language, all this labour, study, anxiety and loss is available to the whole people, and these foot-notes are beacon-lights of safety. But if the Legislature should subsfitute a new system, with new forms and phraseology, then none of the authoritative interpretations will apply, The study of two hundred years will be of no service to the litigant in endevouring to understand the judicial meaning of the new statute. Who can measure the expense to the public—their anxiety and loss of confidence in all the protection secured to them by the law of the land—should so radical and sweeping a change be made?

So reason the best legal minds in the State.

As an instance of the cost of construing statutes, it was estimated at the close of the last century that the judicial construction of the Statute of Frauds and Perjuries had cost the people of England one million pounds sterling per line.

Your committee are of the opinion that it would be very unwise, if not dangerous, to adopt a code against which these objections are made by the great body of the judges and members of the bar of the State. Therefore, with great respect for the Commisioners who have laboured so faithfully in the preparation of the Code, your committee are constrained to recommend that the Code, as now prepared, should not be adopted.

Peculiar Binding.—A Copy of the "Constitution of the French Republic of 1794," about to be sold in Paris, is said not to be unique as regards its binding. A public library in Bury St. Edmunds contains an octavo volume, consisting of a full report of the trial and execution of one Corder, who murdered a young woman named Martin, at a spot called the Red Barn, in a neighbouring village, about forty years ago, together with an account of his life, and other cognate matter. This volume is bound in the murderer's skin, which was tanned for the purpose by a surgeon in the town. The skeleton was prepared for the Suffolk General Hospital, and is still to be seen there. The human leather is darker and more mottled than vellum, of a rather coarse-textured surface, with holes in it like those in pig-skin, but smaller and more sparse. A good deal of interest attached to the murder at the time, as its discovery seemed to be mainly owing to a dream. English books with this kind of "hilling" are much less rare than is popularly supposed. A correspondent informs us that about twenty years ago he happened to be in a bookbinder's shop on St. Michael's Hill, Bristol, when he was shown several volumes which had been sent from the Bristol Law Library for repair. These were all bound in human skin, specially tanned for the purpose; and some curious details were furnished of several local culprits executed in that city, who were flayed after execution, to furnish forth the leather for binding together some contemporary legal lore.—*Birmingham Daily Gazette.*

PUBLIC COMPANIES.

GOVERNMENT FUNDS.

Last Quotation, Mar. 28, 1872.

From the Official List of the actual business transacted.

3 per Cent. Consols, 93⅛	Annuities, April, '85
Ditto for Account, April 5, 93⅛	Do. (Red Sea T.) Aug. 1908
3 per Cent. Reduced 91½	Ex Bills, £1000, — per Ct. 7 p m
New 3 per Cent., 91½	Ditto, £500, Do — 7 p m
Do. 3¼ per Cent., Jan. '94	Ditto, £100 & £200, — 7 p m
Do. 2½ per Cent., Jan. '94	Bank of England Stock, 4½ pe
Do. 5 per Cent., Jan. '73	Ct. (last half-year) 249
Annuities, Jan. '80 —	Ditto for Account.

INDIAN GOVERNMENT SECURITIES.

India Stk., 10½ p Ct. Apr. '74, 206	Ind. Enf. Pr., 5 p C., Jan. '72
Ditto for Account	Ditto, 5½ per Cent., May, '79 108
Ditto 5 per Cent., July, '80 110	Ditto Debentures, per Cent., April, '64 —
Ditto for Account, —	Do. Do. 5 per Cent., Aug. '73 102
Ditto 4 per Cent., Oct. '88 10⅝	Do. Bonds, 4 per Ct., £1000 22 p
Ditto, ditto, Certificates, —	Ditto, ditto, under £1000, 25 p
Ditto Enfaced Ppr., 4 per Cent. 96¼	

RAILWAY STOCK.

	Railways.	Paid.	Closing Prices.
Stock	Bristol and Exeter	100	108
Stock	Caledonian	100	119
Stock	Glasgow and South-Western	100	128
Stock	Great Eastern Ordinary Stock	100	53½
Stock	Great Northern	100	137
Stock	Do., A Stock*	100	159½
Stock	Great Southern and Western of Ireland	100	—
Stock	Great Western—Original	100	112½
Stock	Lancashire and Yorkshire	100	158½
Stock	London, Brighton, and South Coast	100	84½
Stock	London, Chatham, and Dover	100	27½
Stock	London and North-Western	100	154
Stock	London and South Western	100	108½
Stock	Manchester, Sheffield, and Lincoln	100	77½
Stock	Metropolitan	100	69½
	Do., District		32½
Stock	Midland	100	144
Stock	North British	100	67
	North Eastern		174
Stock	North London	100	125
Stock	North Staffordshire	100	79
Stock	South Devon	100	74
Stock	South-Eastern	100	98½

* A receives no dividend until 6 per cent. has been paid to B.

Money Market and City Intelligence.

The week before Easter is never marked by any great amount of business transacted in securities. But during the past week there has been rather less stagnation than usual. British funds have continued firm. The very unfavourable weather of the last ten days has had a depressing effect upon the price of railway stocks at home. In Erie shares there has been, as might have been expected, a certain reaction after the sudden rise of last week. In other foreign stocks not much business has been done. In the discount market the demand for accommodation has been moderate, and the supply of money ample.

The Subscription Lists for the "A" Six per cent. preferred Shares of the Odessa Water Works Company, Limited, will be closed on Tuesday next, the 2nd April, for London, and on Wednesday, the 3rd April, for the Country; the Shares are quoted 1½ and 2 prem.

The Lists of Application for the 5 per cent. Perpetual Debenture Bonds of the Tasmanian Main Line Railway Company, will be closed on Tuesday next, the 2nd April, for London, and Wednesday, the 3rd April, for the Country; the Bonds are quoted 3 to 4 prem.

A suit relative to the usages of brokers, just heard before the Court of Appeal at Rouen, bears some resemblance to the late important trial in one of the English law courts, the point at issue being the right of the broker to make an independent contract with the buyer for whom he is acting. The facts of the case were these:—On the 10th of February, 1870, MM. Ducert and Co., of Havre, received an order from M. Carlos Masurel to purchase 100 bales of Oomrawuttee cotton at 110f. per fifty kilos. MM. Ducert and Co. replied the same day, announcing that the order had been executed at the price named, and that the cotton would be shipped in March or April. A subsequent letter from MM. Ducert and Co., however, announced that the cotton in question would only arrive in the month of April by the ship *City of New York*, and M.

Masurel then discovered that the cargo referred to was one purchased on the 4th March by MM. Ducert and Co. on their own account, and not at the rate of 110f., but for 107f. 50c. the 50 kilos; he in consequence refused to complete the bargain, the price of cotton between the two dates having fallen. The report of the trial does not mention the place of residence of M. Masurel, but it appears not to have been in France, and was probably in Spain or Portugal. The result was the present suit brought by the brokers, who maintained that they had only acted in conformity with the custom of the port of Havre; the defendants, on the other side, produced attestations from merchants of the town denying the pretended usage. The Court gave a verdict in favour of M. Masurel, and in its summing up laid down the following principles:—(1.) The broker to whom an order to purchase at a certain price is transmitted cannot, after having advised the purchase at a determined date, at which he had not executed the order, afterwards apply to that order as an ordinary seller, a purchase subsequently made by himself at a different price. (2.) The broker is not a merchant, but on the contrary an agent charged to execute on the most favourable conditions the orders received from his client. (3.) A custom (*usage de place*) can only be founded on a constant and unequivocal practice, not contested by contradictory documents. (4.) In any case a usage which modifies the law, or is contrary to it, can only be opposed to contracting parties who have a knowledge of the custom. (5.) Consequently, the merchant, who is a stranger to the market, and is ignorant of a custom in contradiction with the principles of commercial law, may repudiate it, as not being opposable to him. This case had been first tried before the Tribunal of Commerce at Havre, which gave judgment in favour of MM. Ducert and Co.—*Economist.*

A question relating to the privileges of shareholders has just been decided before the Civil Tribunal of the Seine. M. Bourdon, proprietor of shares in the Suez Canal Company, presented a demand to compel the board of directors to permit him, at his own expense, to copy in the offices of the company, the list of shareholders, and the names of those present at all the general meetings held since 1868. In support of that application he pleaded that a rapid inspection of the books was insufficient to enable him to verify that the meetings were composed of *bona fide* shareholders, that the statutes of the company had been observed, and that owners of over 250 shares had not been counted for more than ten votes, the maximum number, which ought not to be exceeded. The defendants admitted the right of the plaintiff to inspect the lists in question, but refused to allow him to copy the names of the shareholders, on the ground that there would be a serious danger in facilitating the formation of an "insurrectional party" in the company. The Court decided that M. Bourdon had not proved that he had any serious interest, apart from the general and collective interest of the company, in copying the lists, that no article of the statutes obliged the board of directors to allow copies to be taken, and that such a right was not conferred by the Act of 1867 on public companies, that law being posterior to the formation of the Suez Company; therefore rejected the demand, and condemned the plaintiff to the payment of costs.—*Economist.*

ABSURDITIES OF PARLIAMENTARY DRAFTING.—The *Times* points out the following eccentricities in the Bill for the purchase of Irish railways. Clause 2 begins promisingly enough, but though it fills a folio page, the sentence with which it begins is never finished. The writer may have lost himself in the wilderness of "exceptions, additions, and provisions" (the third of which is a little hazy), and may have forgotten how he began. Some mishap has also befallen clause 7. It would not be a very long sentence, if it could be called a sentence at all, but on that point let every man judge for himself. Thus the clause runs:—"In case the Board of Trade shall have agreed to purchase, and any company shall have agreed to sell their undertaking to the Board of Trade; and any such company failing, terms of purchase being agreed upon, to have the same settled by arbitration in manner prescribed by the Companies Clauses Consolidation Act, 1845, with respect to the settlement of disputes by arbitration, and the provisions of that Act with respect to arbitration shall be deemed to be incorporated with this Act."

HABITUAL DRUNKARDS.—Proposals have been more than once laid before our own Legislature with reference to the compulsory seclusion of "Habitual drunkards." The *New York Daily Transcript* extracts from the 34th vol. of *Indiana Reports* the following decision on the effect of an "Habitual drunkard's" statute of that State: "The Act of March 9, 1867, 'to provide for the care and custody of the person and estate of habitual drunkards,' is an enactment within the power of the Legislature. An inquisition under said Act by which it is found that a person is an habitual drunkard and incapable of managing his estate, or that there is danger of his squandering it, and the appointment of a guardian for him, are conclusive evidence of the incapacity of such person to make a contract while under such guardianship; and the collection of a judgment rendered against a person while under such guardianship, the guardian not being a party thereto, and having no knowledge thereof until after its rendition, on a contract made by said person after inquisition found, will be enjoined at the suit of the guardian, when it does not affirmatively appear that the contract was for necessaries furnished said person, the guardian having failed to make needful provision.—*Denven Guardian* v. *Scott.*"

A VOICE FROM THE COUNTY COURT.—*Apropos* of the proposal to translate Mr. Russell, County Court Judge, from Manchester to Liverpool, the following letter has appeared in the *Manchester Guardian*:—"Mr. Edeter,—will you alow Me A few remarks in your valible paper abought Judge Russell. I believe nineteen ought of Twinty will be glad tu herr of his removal that is to Say Treds Men and plaints of all descriptions. there is now hundreds of Threads Men who would Rather loose thair debts than gow before him his decisions is so strange. In thee first place he will not harken to what a plentive has to Say he looks upon them as a set of harpies who Is going to robe thee defendant and If they will just Say they do not Owe all you have Sumund them for he will give a verdicke for the defendant with Costs and he will not allow you to bringe proofe. I believe thee Court is dwindling down very fast, and If It wure not for Bankruptcy cases I thinke the Clarks would be Standing looking at their fingers."

There are three women studying law at the University of Wilmington, Delaware.—*Chicago Legal News.*

ESTATE EXCHANGE REPORT.

AT THE MART.

March 13.—By Messrs. REYNOLDS & EASON.

Walworth.—Nos. 23 to 25, Grosvenor-park, term 41 years. Sold £540.

Edmonton.—No. 9, Fore-street, term 94 years. Sold £400.

Clapham.—An improved rent of £34 17s., term 63 years. Sold £260.

Dalston.—No. 24, St. Phillip's-road, term 79 years. Sold £350

March 14.—By Messrs. DEBENHAM, TEWSON & FARMER.

The residence, with stabling, No. 7A, Eaton-square, rent £245, term 49 years, ground rent £25 4s. Sold £3,620.

The adjoining residence, with stabling, No. 16, Lower Belgrave-street, rent £132 10s., held for a similar term, at a peppercorn ground rent. Sold £2,900.

March 15.—By Messrs. NORTON, TRIST, WATNEY & Co.

Bath, near Lansdown-crescent, residence known as Lansdown grove, with stabling, and pleasure grounds of about 6 acres. Sold £5,100.

March 19.—By Messrs. DRIVER.

Herts, Ware, freehold maltings, with two dwelling-houses. Sold £3,050.

By Messrs. DEBENHAM, TEWSON & FARMER.

Camberwell, Nos. 15 and 16, Church-path, term 73 years. Sold £400.

By Messrs. HARDS, VAUGHAN & LEIFCHILD.

Staffordshire, near Wolverhampton, the surface lands known as the Mosley Hole Estate, of 107a. 0r. 36p. Sold £3,300.

Two plots of surface land, containing 11a. 2r. 14p. Sold £555.

March 20.—By Messrs. EDWIN FOX & BOUSFIELD.

Clapton.—Copyhold residence known as the "Hollies," with stabling, sold for £1,910, Isle of Wight (Ventnor).—Florence Villa, leasehold, sold for £1,160, Tottenham.—No. 3, Markfield-road, freehold. Sold £100.

By Messrs ELLIS and SON.

City—No. 11, Mark-lane, freehold. Sold £12,800.

March 15.—By Messrs. CHINNOCK, GALSWORTHY & CHINNOCK,

At Bedfordshire, near Biggleswade, the outlying portions of the Old Warden Estate, comprising about 330 acres, freehold, a plot of land containing 2a. 2r. 37p. Sold £370.

A ditto, containing 11 acres. Sold £1,500.

Upperhill Farm, with residence, and 92a. 2r. 14p. Sold £9,700.

Two plots of meadow land, containing 14a. 2r. 37p. Sold £1,600.

Market-garden land, containing 9a. 1r. 20p. Sold £1,020.

BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.

BOWLBY—On March 14, at Ryde, the wife of Edward Salvin Bowlby, Esq., of the Inner Temple, of a son.

DEATHS.

BRAY—On March 14, at Bodmin, Richard Bray, for fifty years town clerk and clerk to the magistrates of the borough, aged 74.

FLOYD—On March 24, at No. 64, Manor-road, New-cross, John Ward Floyd, of No. 28, Budge-row, Cannon-street, solicitor, aged 44.

LOFTUS—On March 27, at Havelock Villas, Lansdown-road, Croydon, from the effects of an accident, Thomas Loftus, Esq., of New-inn, Strand, aged 87.

STURGEON—On Jan. 25, Charles Sturgeon, Esq., of the Inner Temple, barrister-at-law, aged 72.

LONDON GAZETTES.

Professional Partnerships Dissolved.

FRIDAY, March 22, 1872.

Britten, Chas, and Edwd Montague Browne, Northampton, Attorneys and Solicitors. March 15

Du Pasquier, John McM, G. G. Tremlett, and Eardley W. B. Holt, Charles-st, St James's-sq, Attorneys and Solicitors. March 12

Creditors under Estates in Chancery.

Last Day of Proof.

TUESDAY, March 19, 1872.

Badams, John, Enfield, Middx. April 24. Kenney v Stephens, V.C. Malins

Buchan, Peter, York, Flour Dealer. April 19. Buchan v Buchan, M.R. Young, York

Christian, John Aloysius, St Mary Abbots-ter, Kensington, Gent. April 8. Barrett v Christian, V.C. Wickens. Longcroft, Lincoln's-inn-fields

Ellenborough, Rt Hon Edwd, Earl of, Southam Delabere, Gloucester. April 10. Colchester v Law, V.C. Malins. Withers, Bedford-row

Ellis, Joseph Smith, Loughton, Essex, Licensed Victualler. April 8. Garland v Ellis, V.C. Malins. Barton, Fore-st

Lewis, Wyndham Wm, The Heath, Llanisham, Glamorgan, Esq. April 20. Lewis v Lewis, M.R. Cookson & Co, New-sq, Lincoln's-inn

FRIDAY, March 22, 1872.

Cock, Richd, Selsey, Sussex, Grocer. April 17. Cock v Cock, V.C. Wickens. Green & Malim, Chichester

Freeman, Asa, High-st, Wapping, Licensed Victualler. April 16. Hudson v Gray, V.C. Wickens.

Hillyard, Bailey, Devizes, Wilts, Gent. May 21. Dove v Norris, V.C. Malins.

Hutchinson, Fredk, Gloucester-pl, Hyde-pk, Merchant. April 23, Holyland v Hutchinson, M.R. Freshfields, Bank-bldgs

Josselyn, Chas, Stanway, Essex, Farmer. April 30. Josselyn v Josselyn, V.C. Wickens Beaumont, Coleman-st

Paull, Frances, Henstridge, Somerset, Spinster. June 25. Malmoth v Stevens, V.C. Wickens.

Ratcliff, Jas Rogerson, Bishopswearmouth, Durham, Shipowner. April 15. Ratcliff v Service, M.R. Bell, Sunderland

Stephenson, Martha, Slough, Bucks, Spinster. April 10. Grant v. Provost, M.R. Cooke, Serjeants'-inn, Chancery-lane

Wildgoose, Hy, Tozzerdown, Somerset, Yeoman. April 18. Bowbeer v Cooper, M.R. Bolton, Gray's-inn-sq

Creditors under 22 & 23 Vict. cap. 35.

Last Day of Claim.

TUESDAY, March 19, 1872.

Barlow, Richd, Hill Farm, Stafford, Farmer. June 1. Spilsbury, Stafford

Barnewall, Sarah, Cavendish-ter, Clapham-common. May 10. Williams & James, Lincoln's-inn-fields

Beckley, Rev Thos, Lymington, Hants. April 10. Moore & Co, Lymington

Blundell, Emma Blundell Hollingshead, Fernilee, Derby, Widow. June 1. Parsons, Notts

Bunn, Benj, Whittlesey, Cambridge, Yeoman. April 15. Peed. Whittlesey

Bonty, John, Warlington, Suffolk, Gent. April 8. Isaacson & Son, Mildenhall

Bracebridge, Walter Hy, Sherbourne, Warwick Esq., April 26. Bailey, Warwick

Brown, John, Belford, Northumberland, Grocer. May 1. Sanderson, Berwick-upon-Tweed

Buddrich, Geo Washington, Down's-pk-rd, West Hackney, Gent. May 2. Clapham & Fitch, Bishopsgate Without

Crawcour, Abraham, Foulis-ter, Onslow-sq, Gent. May 1, Lindo, King's Arms-yd, Moorgate-st

Doyle, Gregory, Kingsdown, Bristol, Gent. May 31. Wills & Burridge, Shaftesbury

Food, Sarah Jane, Edgbaston, Warwick, Spinster. April 14. Baller & Pearse, Birm

Gibson, Margaret, Wiston, Chester, Widow. May 4. Fletcher, Northwich

Graves, Geo, Chelsfield, Kent. April 15. Alsop & Co, Gt Marlborough-st

Horner, Chas Soames, Jubilee-st, Stepney. May 18. Hilbery, Crutched Friars

King, Chas, Shepton Mallet, Somerset, Boot Maker. July 1. Mackay Shepton Mallet

Macgregor, Alex. Fernden, Surrey, Esq. May 15. Boys & Tweedies, Lincoln's-inn-fields

Manning, Hy, High Holborn, Merchant. June 1. Lyne & Holman, Austin Friars

Mason, Joseph, Lpool, Solicitor. May 1. Jones & Co, Lpool

Methold, Susannah Mary, Thetford, Norfolk, Widow. June 24. Asker, Norwich

Pattinson, Wm, Hulland, Derby, Farmer. May 1. Holland, Ashborne

Payne, Wm, Longsight, Lancashire, Paper Merchant. May 24. Addleshaw, Manch

Rothwell, Mary, Castle Northwich, Chester, Widow. April 4. Fletcher, Northwich

Sharman, Eliz, Leamington Priors, Warwick, Spinster. May 22. Sharman, Wellingborough

Straka, Adolph Wilhelm, Offord-rd, Barnsbury, Professor of Languages. April 16. King, Lombard-st

Warta, Thos Itchener, Upton, nr Macclesfield, Chester, Esq. May 1. Brocklehurst & Co, Macclesfield

Walker, Thos, Hutton Roof, Westmoreland, Yeoman. May 1. Gregg, Kirkby Lonsdale

Wiseman, Hy, Freckenham, Suffolk, Gent. April 8. Isaacson & Son, Mildenhall

Zillwood, John Old, Compton Rectory, Hants, Clerk. April 20. Style, Salisbury

FRIDAY, March 22, 1872.

Aldhous, John, Brighton, Gent. April 22. Boulton & Sons, Northampton-sq, Clerkenwell

Blake, Mary, Rock Ferry, Chester, Spinster. April 20. Eden & Co, Lpool

Brown, Harriot, Tyers-st, Vauxhall, Spinster. May 1. Fletcher & Co, Staple-inn

Clapham, Dixon Hy, St Mary Abbot's-ter, Kensington, Esq. May 10, Clapham & Fitch, Bishopsgate Without

Cooper, Geo, East Dereham, Norfolk, Gent. June 1. Cooper & Norgate, East Dereham

Court, Dorothy, Huddersfield, York, Spinster. July 1. Hesp & Co, Huddersfield

Dundas, Robt, Gloucester-pl, Hyde-pk, Doctor. May 1. Lyne & Holman, Austin Friars

Durrans, Saml, Rose-cottages, Old Ford, Gent. April 22. Boulton & Sons, Northampton-sq, Clerkenwell

Eaton, Joseph, Shacklewell New-rd, West Hackney. May 3. Webb & Pearson, Austin Friars

Elkington, Wm, Navenby, Lincoln, Yeoman. April 19. Toynbee, Lincoln

Elms, John, Marshfield, Gloucester, Farmer. May 31. Inman & Inman Bath

Hardwich, John Norman, West Lambrook, Somerset, Gent. May 1. Nicholetts, South Petherton

Hewett, Rev Chas, Southampton. April 30. Hume & Bird, Gt James st, Bedford-row

Holgate, Rev Thos Burton, Cartmel, Lancashire. May 1. Harrison, Cartmel

Humphreys, Eliz, Chichester, Widow. April 18. Johnson & Raper Chichester

Lister, Jas, Habergham Eaves, nr Burnley, Lancashire, Brass Founder. April 22. Southern, Burnley

Moore, John, Winder, Cumberland, Railway Station Master. April 20. Dobinson & Watson, Carlisle

Nicholls, Hy, Roman-rd, Old Ford, Oilman. June 30. Robarts, Dean's-ct, Doctor's-commons

Pinyon, Jas, Wartling, Sussex, Farmer. May 18. Sheppard, Battle

Read, Cordelia Angelica, Stamford-st, Blackfriars, Spinster. May 31. Shepheard, Finsbury-circus

Read, Ernest Haythorne, Bloomsbury-sq, Barrister-at-law. May 16. Reed, Basinghall-st

Shepherd, John, Lymm, Cheshire, Merchant. May 4. Beever & Co, Manch

Sitwell, Selina, Quarndon, Derby, Spinster. May 31. Simpson & Co. Derby

Turnbull, Montagu Hy, Sheepstead House, Berks, Esq. April 16. Freshfield, Bank-bldgs

Twigg, Thos, Tansley, Derby, Yeoman. March 24. Newbold, Matlock

Webb, Eliz Mary, Kempsey, Worcester, Widow. May 1. Corbett, Worcester

Webb, Saml, Kempsey, Worcester, Innkeeper. May 1. Corbett, Worcester

West, Thos, Bath, Somerset, Esq. June 1. West, Market Deeping

White, Jas, Essex-rd, Islington, Gent. May 3. Webb & Pearson, Austin Friars

Bankrupts.

TUESDAY, March 19, 1872.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

Mann, Robt Kinder, and Leighton Terry, Lime-st-chambers, Lime-st, Merchants, Pet Jan 20. Roche. April 11 at 11

Smith, Fredk Chas, Grantley-villas, The Park, Peckham, Die Sinker. Pet March 14. Pepys. April 11 at 12

Stewart, Wm Hy, Oakley-sq, Barrister-at-law. Pet Jan 26. Roche. April 11 at 11.30

To Surrender in the Country.

Crump, Edwd, Derby, Upholsterer. Pet March 16. Weller, Derby, April 4 at 12

Gardner, Wm, Cannock, Stafford, Florist. Pet March 15. Clarke. Walsall, April 18 at 1

Hames, John Bailey, Cambridge, Builder. Pet March 15 Eaden. Cambridge, April 2 at 12

Pape, Anthony, Alnwick, Northumberland, Gunmaker. Pet March 16. Mortimer. Newcastle, April 4 at 12

Thornley, Chas, Nottingham, Lace Manufacturer. Pet March 16. Patchitt. Nottingham, April 2 at 12

Thorpe, Rupert Wm, Wolverhampton, Stafford, Commercial Traveller. Pet March 14. Brown. Wolverhampton, April 10 at 12

Williams, Thos, Bristol, Draper. Pet March 14. Harley, Bristol, April 3 at 12

Wilson, Herbert, Basford Mill, Notts, Miller. Pet March 15. Patchitt. Nottingham, March 30 at 10
Wood, Saml, Leeds, Yeast Importer. Pet March 13. Marshall, Leeds, April 3 at 11

FRIDAY, March 22, 1872.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

Izard, Wm, Hamilton-rd, Grove-rd, Bethnal Green, Builder. Pet March 20. Hazlitt. April 10 at 11

To Surrender in the Country.

Graetz, Abraham, Leeds, Jeweller. Pet March 16. Marshall. Leeds, April 10 at 11
Hunt, Edwd, High-st, North End, Finchley, Hair Dresser. Pet March 20. Harris. Barnet, April 6 at 10
James, Richd Wysham, Slough, Bucks. Pet March 18. Darvill Windsor. April 13 at 12
Lambert, Robt, Peterborough, Northampton, Publican. Pet March 19. Gaches. Peterborough, April 6 at 11
Mortimer, Robt, Eccleshill, York, Cloth Manufacturer. Pet March 19. Robinson. Bradford, April 9 at 9
Phillips, Geo, Bradford, York, Contractor. Pet March 19. Robinson. Bradford, April 9 at 6

BANKRUPTCIES ANNULLED.

TUESDAY, March 19, 1872.

Burton, Gerard Septimus, Pembroke Dock, Lieut. 2nd Bat. of H.M.'s 13th Reg. Light Infantry. Feb 16
Gibbs, Edwin Mackie, White's-row, Whitechapel, Chemist. March 15
Thomson, Wm Hy, Birm, Money Scrivener. March 14
Wrigley, Lees, Hollinwood, Lancashire, out of business. March 8

FRIDAY, March 22, 1872.

Robins, Chas, Redhill, Surrey, Livery Stable Keeper. March 18
Russell, Geo Fras John Lewis, Shorncliffe, Kent, Lieut 3rd Buffs. March 18
Swales, Hy, Dagmar-ter, Islington, Builder. March 9

Liquidation by Arrangement.

FIRST MEETINGS OF CREDITORS.

FRIDAY, March 15, 1872.

Andrews, Fras Keen, Newport, Monmouth, Brightsmith. March 27 at 2, at offices of Graham, Commercial st Newport
Argles, Hy, jun, Maidstone, Kent, Auctioneer, March 25 at 3, at the Star Hotel, Maidstone. Few & Cole, Borough High st, Southwark
Ash, John. Northampton, Confectioner. March 28 at 11, at office of Becke, Market sq, Northampton
Ashford, Adrian Biron, Well Manor, Odiham, Hants, Gent. April 8 at 12, at the Auction Mart, Tokenhouse yd. Potter, Farnham
Barnes, Hy, Over, nr Winsford, Chester, Ironmonger. April 2 at 2, at the Angel Hotel, Market st, Manch. Bent, Winsford
Batchelor, John, Cardiff, Glamorgan, Shipbuilder. March 27 at 1, at offices of Barnard & Co. Crockherbtown, Cardiff. Fussell & Co, Bristol
Bird, Alfd, Leamington Priors, Warwickshire, Builder. April 5 at 3, at the Manor House Hotel, Leamington Priors. Snape
Bridge, Geo Polhill, jun, Milton-next-Sittingbourne, Kent, Blockmaker. April 3 at 11, at offices of Hills & Winch, New rd, Chatham
Browne, Richard. Birm, out of business. March 28 at 3, at offices of Rowlands, Ann st, Birm
Burston, John, Redditch, Worcester, Dealer in Cigars. March 27 at 3, at offices of Walford, Waterloo st, Birm
Church, Wm, Church rd, Homerton, Grocer. March 26 at 2, at offices of Green & Son, St Swithin's lane. Poole, Bartholomew close
Clayton, John, Beckenham, Kent, Builder. March 25 at 3, at offices of Dyte & Leader, Fleet st. Jonas, King's Bench walk, Temple
Cockett, Hy, Chelmsford, Essex, Printer. April 3 at 11, at offices of Blyth, Chelmsford
Collins, Thos, Hemel Hempstead, Hertford, Ironmonger. March 25 at 12, at offices of Capel, Lincoln's inn fields. Bullock, Gt Berkhamstead
Cox, Chas John, Manch, Wine Merchant. April 2 at 3, at offices of Sutton & Elliott, Brown st, Manch
Crisp, Chas Birch, Chepstow, Monmouth, Attorney's Clerk. March 30 at 12, at offices of Henderson & Salmon, Broad st, Bristol
Cuff, John Symes, Howton Court, Kenderchurch, Hereford, Farmer. April 2 at 12, at offices of Jay & Sudbury, St Owen st, Hereford
D'Hooghe, Hy Adolphus, Harmby, York, Auctioneer. March 28 at 11, at the Golden Lion Hotel, Northallerton. Waistell, Northallerton
Eddolls, Joseph Thos, Bristol, Grocer. March 25 at 12, at offices of Stevens, Bristol chambers, Nicholas st, Bristol
Etheridge, Thos, Poulner, Hants, Farmer. March 28 at 12, at the Crown Inn, Ringwood. Sharp, Christchurch
Fagent, Albert, Haslemere, Surrey, Plumber. March 28 at 3, at office of Stevens, Portsmouth rd, Guildford
Ferrall, Wm, Thurloe pl, Brompton, House Agent. April 4 at 2, at office of Pope, Gt James st, Bedford row
Flynn, Chas, Gateshead, Durham, Builder. March 26 at 12, at offices of Sewell, Grey st, Newcastle-upon-Tyne
Frost, James, High st, Wimbledon, Tobacconist. March 23 at 12, at offices of Biddles, Southampton bldgs, Chancery lane
Gardner, Alex, Sheffield, York, Boot Dealer. March 25 at 12, at offices of Messrs. Edey, Change alley, Sheffield. Websters & Picard
Garland, Wm Fras, Kingswood hill, Gloucester, Jeweller. March 26 at 12, at the Queen's Hotel, Birm. Alman, Bristol
Gilderson, Robt, Romford, Essex, Coach Builder. March 28 at 2, at offices of Brown, Basinghall st
Goldsmith, Thos, Southover, Lewes, Sussex, Wheelwright. March 27 at 12, at office of Jones, High st, Lewes
Goodacre, Joseph, Lpool, Wine Merchant. March 25 at 11, at the Law Association Rooms, Cook st, Lpool. Lynch, Lpool
Gow, Howard, Lpool, Merchant. March 27 at 4, at offices of Yates, South John st, Lpool
Greatorex, John, Wrexham, Denbigh, Grocer. March 27 at 11, at offices of Acton & Bury, Charles st, Wrexham
Griffiths, Edwd Thos, Cardiff, Glamorgan, Pitwood Dealer. March 27 at 11, at offices of Barnard & Co, Crockherbtown, Cardiff. Griffith, Cardiff
Hackney, Bernard Batigan, Birm, Reporter. March 30 at 11, at offices of Powell, Clarendon chambers, Temple st, Birm
Harris, Ann, Widow, Edward st, Woolwich, Licensed Victualler. March 28 at 1, at offices of Dixon & Co, Bedford row, Holborn
Hebden, Jas, York, Linendraper. March 28 at 12, at offices of Mann & Son, New st, York
Hilton, John. Frederick's pl, Caledonian rd, Tea Dealer. April 2 at 12, at office of Foster, King's rd, Gray's inn
Hore, Richd Dixon, Milford Haven, Pembroke, Steam Packet Agent. March 26 at 11, at office of Parry, Meyrick st, Pembroke Dock
Howard, Joseph, Hanley, Stafford, Shopkeeper. March 28 at 3, at the Saracen's Head Hotel, Hanley. Sherratt, Hanley
Inger, Eliz, Nottingham, Glass Dealer. April 5 at 3, at the Queen's Hotel, Birm. Simpson
Ives, John, Alverthorpe, nr Wakefield, York, Grease Refiner. March 28 at 11, at offices of Barratt, Barstow sq, Wakefield
Jaques, Wm, Bolton, Lancashire, File Maker. March 26 at 3, at offices of Ramwell & Co, King st, Manch
Jones, Morgan, Maryland's rd, Harrow rd, Painter. April 3 at 3, at offices of Wright, Bedford row
Jones, Wm, Newcastle-upon-Tyne, Fruiterer. March 29 at 12, at office of Harle, Akenside hill, Newcastle-upon-Tyne
Keel, Hy John, Birm, Hat Manufacturer. April 3 at 12, at office of Powell, Clarendon chambers, Temple st, Birm
Knighton, Geo, Heanor, Derby, Collier. April 4 at 11, at office of Heath, Amen alley, Derby
Lewis, Jas, Totterdown, Somerset, Builder. March 26 at 11, at office of Atchley, Clare st, Bristol
Lockyer, Fredk, Manch, Cotton Spinner. March 28 at 2, at office of Fox, St Ann's st, Manch
Long, John Geo Brown, Stockton-on-Tees, Durham, Linen Draper. March 30 at 11, at the Home Trade Association Rooms, Manch. Draper, Stockton-on-Tees
Machin, Geo. New Radford, Nottingham, Hay Dealer. March 27 at 12, at offices of Parsons, Eldon chambers, Wheeler gate, Nottingham
Marshall, Sidney Bastow, Horncastle, Lincoln, Tailor. April 1 at 10.30, at office of York, Church yard, Boston
McNicol, Peter Stewart, Leadenhall st, Metal Agent. April 10 at 4, at offices of Lewis & Co, Old Jewry
Medley, Saml, Wickenby, Lincoln, Bootmaker. March 23 at 11, at offices of Saffery & Chambers, Market Rasen
Mensley, John, High st, Camden Town, Boot Manufacturer. March 27 at 12, at the Guildhall Coffee house, Gresham st. Crump, Philpot lane
Messer, Fredc, Holborn, Chemist. March 27 at 12.30, at the Law Institution, Chancery lane. Bower & Cotton, Chancery lane
Messer, Josiah, Holborn, Chemist. March 27 at 12, at the Law Institution, Chancery lane. Bower & Cotton, Chancery lane
Mills, Jas Joseph, Beckenham, Kent, Ironmonger. April 3 at 3, at offices of Izard & Betts, Eastcheap. Goren, South Molton st, Oxford st
Moodie, Hugh Oliver, Brighton, Sussex, Draper. April 3 at 3, at offices of Brandreth, Middle st, Brighton
Oakley, John, Birm, Grocer. March 26 at 11, at offices of Free, Temple row, Birm
Pearson, Geo, York, Commercial Traveller. March 22 at 2, at office of Breary, Museum st, York. Watson, York
Phillips, Thos, Dresden, Stafford, Colour Manufacturer. March 26 at 11, at offices of Robinson, King st, Longton
Plumridge, Wm Hy, Regent st, Photographer. March 28 at 2, at offices of Lewis & Lewis, Ely pl, Holborn
Portch, Hy Alfd, Norfolk ter, Westbourne grove, Milliner. March 26 at 3, at offices of Busby, Oxford st
Price, John, Alfred ter, Hanwell, Carpenter. March 25 at 3, at offices of Marshall, Lincoln's inn fields
Prince, Wm, Grindley Brook, nr Whitchurch, Salop, Beer House Keeper. March 25 at 12, at the Fox and Goose Inn, Whitchurch. Brooke, Nantwich
Pryce, Richd, Ann's-croft, nr Shrewsbury, Salop, Shoemaker. March 28 at 11, at office of Morris, Swan hill, Shrewsbury
Robinson, Geo, Gainsborough, Lincoln, Professor of Music. March 30 at 3, at offices of Oldman & Iveson, Market pl, Gainsborough
Royal, Geo, Gt Yarmouth, Norfolk, Fish Curer. April 2 at 12, at office of Diver, King st, Gt Yarmouth
Rudge, Chas, Penn, Stafford, Farmer. March 30 at 11, at offices of Barrow, Queen st, Wolverhampton
Soffe, Albert Stephen, Eastleigh, Hants, Corn Merchant. March 28 at 2, at offices of Leigh, Portland st, Southampton
Squire, Thos, Dunstable, Bedford, House Decorator. April 2 at 11, at offices of Shepherd, Park st West, Luton. Neve, Luton
Strong, Absalom, Brighton, Sussex, Butcher. March 28 at 2, at offices of Woods & Dempster, Ship st, Brighton
Stubbs, Fras, Percy st, Tottenham Court rd, Comm Agent. March 23 at the Leopard Hotel, Bursiem, in lieu of the place originally named
Thomas, Thos, Alpha sq, Walworth, out of business. March 30 at 11, at offices of Lewis & Lewis, Coleman st. Padmore, Coleman st
Thompson, Thos, Gosport, Hants, Baker. March 26 at 3, at offices of Blake, Union st, Portsea
Toye, Reuben Jeremiah, Green st, Bethnal Green rd, Leather Seller. March 28 at 11, at office of Parsons, Railway approach, London bridge
Van Den Bergh, Jacob, Graham rd, Dalston, Provision Dealer. April 2 at 3, at 145, Cheapside. Barnard, White Lion st, Norton Folgate
Wells, Geo, Brighton, Sussex, Cowkeeper. March 30 at 12, at office of Witt, Union st, Brighton
White, Jane, Newcastle-upon-Tyne, Livery Stable Keeper. March 27 at 2, at offices of Joel, Market st, Newcastle-upon-Tyne
Wilkie, Philip Chas Henderson, High st, Deptford, Grocer. March 26 at 2, at offices of Izard & Betts, Eastcheap. Aird, Eastcheap
Williams, Wm, Stafford, Builder. March 25 at 3, at offices of Morgan, Martin st, Stafford
Wilson, Dixon, Kirkby Malzeard, York, Innkeeper. March 30 at 1, at offices of Cross, Richmond
Wrightson, Robt, Derby, out of business. April 3 at 11, at offices of Briggs, Full st, Derby

FRIDAY, March 22, 1872.

Bailey, Thos, Gainsborough, Lincoln, Tailor. April 5 at 11, at office of Rex, Saltergate, Lincoln

Bolton, Chas, Wednesbury, Stafford, Boot Dealer. April 3 at 12, at offices of Phillips, The Public Office, Gateway, Moor st, Birm

Brabbins, Geo Wm, Wolverhampton, Hair Dresser. April 4 at 11, at offices of Cresswell, Bilston st, Wolverhampton

Brown, Jas, Manch, Builder. April 2 at 4, at offices of Addleshaw, King st, Manch

Bryan, Wm, Bromley, Kent, Clothier. April 9 at 12, at offices of Crump, King st, Cheapside

Clapham, Thos, Hornsey, Wine Merchant. April 5 at 2, at offices of Learoyd & Learoyd, South st, Finsbury

Clark, John, Lymington, Hants, Grocer. April 4 at 2, at offices of Edmonds & Co, High st, Southampton. Harfield, Southampton

Clarke, Caroline, Guildford, Surrey, Grocer. April 5 at 2, at office of Geach, Woodbridge rd, Guildford

Dean, Hy, Chipping Sodbury, Gloucester, Malster. April 9 at 1, at offices of Barnard & Co, Albion chambers. Small st, Bristol. Thick, Bristol

Dewar, Michael Hy, Sunderland, Durham, Tailor. April 5 at 2, at offices of Joel, Market st, Newcastle-on-Tyne

Dillon, Jas Mollacrea, York, Wakefield, out of business. April 4 at 3, at offices of Stocks & Nettleton, Westgate, Wakefield

Dobson, Saml Hy, Nottingham, Lace Manufacturer. April 9 at 12, at office of Thorpe & Thorpe, Thurland st, Nottingham

Evans, Wm, Merthyr Tydfil, Glamorgan, Comm Agent. April 1 at 4, at offices of Simons & Plews, Church st, Merthyr Tydfil

Farmborough, Alex Jas, Harrow, Middx, Licensed Victualler. April 4 at 11.30, at 12, Hatton Garden. Marshall

Fowler, Chas, Bolsover, Derby, no business. April 4 at 3, at offices of Broomhead & Co, Bank chambers, George st, Sheffield

Grieves, John, Newcastle-upon-Tyne, Furniture Dealer. April 3 at 2, at offices of Joel, Market st, Newcastle-on-Tyne

Hawkes, Thos, Hunslet, nr Leeds, Coal Agent. April 3 at 2, at offices of Rooke & Midgley, Boar lane, Leeds

Hayton, Richd John, Epsom, Surrey, Butcher. April 3 at 4, at the King's Head Inn, Epsom. Richards, Croydon

Hoggins, Albany Chas. Grove, Blackheath, Schoolmaster. April 10 at 2, at the White Hart Hotel, London st, Greenwich. Turner, Lincoln's inn fields

Hollands, Hy, Southborough, Kent, Miller. April 5 at 10, at office of Cripps, Mount Calverley Lodge, Tunbridge Wells

Jenkin, Wm, Falmouth, Cornwall, Innkeeper. April 2 at 2, at offices of Tilly & Co, Falmouth

Jones, Lewis, Watkin, Merthyr Tydfil, Glamorgan, Grocer. April 1 at 1, at offices of Simons & Plews, Church st, Merthyr Tydfil

Jones, Thos, Aberdovey, Merioneth, Hotel Keeper. April 4 at 12, at offices of Williams & Gittins, The Bank, Newtown

Kendrew, Thos, Smethwick, Stafford, Licensed Victualler. April 1 at 11, at the King's Head Hotel, Worcester st, Birm. Cresswell, Wolverhampton

Magrath, Alex, Cannon st, Civil Engineer. April 16 at 3, at offices of Perrin, King st, Cheapside

Marshall, Richd, Newcastle-upon-Tyne, Grocer. April 3 at 11, at offices of Hopper, Grainger st, Newcastle-upon-Tyne

Morgan, John Harold, & Geo Arrowsmith Drysdale, Swansea, Colliery Proprietors. April 5 at 12, at offices of Smith & Co, Swansea

Morgan, Thos Millington, & Richd Jones Ransom, Kidderminster, Worcester, Steel Plate Manufacturers. April 5 at 3, at the Great Western Hotel, Birm. Day & Ivens

Morris, Aaron, Duke st, Aldgate, Draper. April 4 at 2, at offices of Poole, Bartholomew close

Mudford, Saml Thos Essery, Bickleigh, nr Tiverton, Devon, Miller. April 5 at 11, at the White Lion Hotel, Sidwell st, Exeter. Flood, Exeter

Murphy, Edwd, & Rebecca Murphy, Lpool, Clothiers. April 10 at 3, at offices of Barrell & Rodway, Lord st, Lpool

Neve, Wm Hy, Ryde, Club Steward. April 2 at 2, at 14, Union st, Ryde. Hooper, High st, Newport

Oldfield, Richd, Holywell, Flint, Draper. April 9 at 12, at the Queen's Hotel, Chester. Davies, Holywell

Parker, John Sperring, Chilcompton, Somerset, Publican. April 4 at 1, at offices of Press & Inskip, Small st, Bristol

Perry, John Birch, Brierly Hill, Stafford, Licensed Victualler. April 4 at 12, at office of Warmington, Castle st, Dudley

Pickles, Zacharias, Accrington, Lancashire, Bootmaker. April 5 at 11, at offices of Radcliffe, Clayton st, Blackburn

Prescott, Hy, Wigan, Lancashire, Beerseller. April 3 at 3, at offices of Leigh & Ellis, Commercial yd, Wigan

Price, Martha, Brecon, Widow. April 9 at 11, at offices of Thomas, High st, Brecon.

Rickard, Hy Geo, Kingston-on-Thames, Surrey, Grocer. April 4 at 3, at 145, Cheapside. Piesse & Son, Old Jewry chambers

Rogers, Saml Spinner, Deal, Kent, Carpenter. April 1 at 11, at the Royal Exchange Hotel, Deal. Drew

Ruston, Wm, Manch, Dispensing Chemist. April 9 at 4, at offices of Addleshaw, King st, Manch

Sargent, John Penwarden, Liskeard, Cornwall, Builder. April 9 at 12, at the Bell Hotel, Liskeard. Caunter, Liskeard

Shearman, Thos, Swansea, Glamorgan, Bootmaker. March 30 at 11, at offices of Morris, Rutland st, Swansea

Shepherd, Thos Chas, Raskelf, York, Potato Dealer. April 5 at 12, at offices of Mann & Son, New st, York

Simmons, Edwin Walter, Eastbourne, Sussex, Furniture Dealer. April 3 at 1, at the Inns of Court Hotel, High Holborn. Wheatcroft, Eastbourne

Smith, Mary, Louth, Lincoln, Grocer. March 30 at 11, at offices of Hyde, jun, Upgate, Louth

Skinner, Geo Alf, Lower Whitecross st, Box Manufacturer. March 29 at 1, at 38, Lower Whitecross st. Willis, Frederick st, Gray's-inn-rd

Smith, Thos, & Joseph Spencer, Birm, Bellows Manufacturers. April 9 at 3, at offices of Rowlands, Ann st, Birm

Southway, John, Cosham, Hants, Builder. April 4 at 11, at offices of Wainscot, Union st, Portsea. Walker, Portsea

Sparshott, Wm Hy, Landport, Hants, General Dealer. April 4 at 12, at 145, Cheapside. Blake, Portsea

Speight, Wm, Holbeck, Leeds, Innkeeper. April 4 at 2, at offices of Elmsley, East Parade, Leeds

Steadman, Saml, Hopesay, Salop, Butcher. April 4 at 2, at the Church Stretton Hotel, Church Streeton. Walker

Stephenson, Hy, Longport, Stafford, Licensed Victualler. April 8 at 3, at offices of Salt, High st, Tunstall

Stocks, Jas, Portsea, Hants, Engineer R.N. April 3 at 4, at offices of King, Union st. Portsea

Street, Edwd Hy, Exeter, Cabinet Maker. April 3 at 3, at offices of Terrell & Petherick, Southernhay, Exeter

Swain, Thos, Sandbach, Chester, Draper. April 5 at 3.30, at the Clarence Hotel, Spring gdns, Manch. Pygott, Sandbach

Syers, Wm Rowland, Old Kent rd, Greengrocer. March 27 at 2, at the Swan Hotel, Gt Dover st, Southwark. Ody, Trinity st, Southwark

Tate, Hy, Brighton, Sussex, Cabinet Maker. April 10 at 1, at offices of Gutteridge, Ship st, Brighton

Thomas, Wm. jun, Exeter, Merchant. April 4 at 12.30, at the Lion Hotel, Broad st, Bristol. Fryer, Exeter

Tremellen, Wm Rowe, Swansea, Glamorgan, Merchant. April 3 at 12, at the Cameron Arms Hotel, High st, Swansea. John, Neath

Tucker, John, Kingsbridge, Devon, Corn Merchant. April 4 at 12, at offices of Edmonds & Son. Parade, Plymouth

Wallis, Abraham, & Ransome Wallis, Ipswich, Suffolk, Corn Merchants. April 10 at 2, at offices of Cooper Brothers, George st, Mansion House. Thomas & Hollams, Mincing lane

Wardle, Geo, Haslemere, Surrey, Builder. April 4 at 2, at the Public Hall, North st, Guildford

Watson, Fras, Culford rd, Kingsland, Cab Proprietor. April 4 at 12, at offices of Abbott, Worship st

Whatmough, Wm, Heywood, Lancashire, Slater. April 3 at 3, at office of Watson, Broad st, Bury

White, Caroline, Derby, Provision Dealer. April 6 at 11, at offices of Flint, Full st, Derby

White, Geo, Pembroke Dock, Navigating Lieutenant. April 3 at 2, at the Saracen's Head Hotel, Bristol. Parry, Pembroke Dock

Whitehead, Fredk, Barnsley, York, Postmaster. April 6 at 10.30, at offices of Dibb, Regent st, Barnsley

Wilkinson, Wm, Newcastle-upon-Tyne, Saw Repairer. April 3 at 4, at offices of Bentham, Lambton st, Sunderland

Williams, John Powell, Swansea, Glamorgan, Hotel Proprietor. April 18 at 3, at office of Clifton & Woodward. Wind st, Swansea

Witchell, Sarah, Killcott, Gloucester. Miller. April 4 at 1, at offices of Barnard & Co, Albion chambers, Bristol. Thick, Bristol

Woodruff, Geo, Nottingham, Hair Net Manufacturer. April 3 at 3, at office of Wells & Hind, Fletcher gate, Nottingham.

Worsley, John, Witton cum-Twambrookes, Chester. April 5 at 3, at Temple chambers, Oak street, Crewe town. Cooke, Crewe.